

# Memorandum



**Date:** April 2, 2013

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

Agenda Item No. 3(B)(6)

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the name in the "From:" field.

**Subject:** Resolution Ratifying the Actions of the County Mayor or County Mayor's Designee in Authorizing Various Capital Improvements Contracts and American Recovery and Reinvestment Act Contract Awards Pursuant to Section 2-8.2.7 of the Code of Miami-Dade County Relating to the Economic Stimulus Plan, and Authorizing Use of Charter County Transportation Surtax Funds

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) ratify the actions of the County Mayor or County Mayor's designee in expediting capital improvements projects and American Recovery and Reinvestment Act of 2009 (ARRA) funded contracts identified below and on the attached schedule (Exhibit A). The items listed below cover the period from January 1, 2012 through December 31, 2012. These actions are authorized under Section 2-8.2.7 of the Miami-Dade County Code, also known as the Economic Stimulus Plan (ESP) Ordinance:

**Item 1- Contract Award Recommendation for Purchase of Heavy Duty Rubber Tire Trolley Buses:** Requests ratification of two contract awards, one in the amount of \$3,634,000, and the other in the amount of \$718,000, to SVI, Inc. on behalf of the City of Miami and the City of Homestead, respectively, for purchase of Heavy Duty Rubber Tire Trolley Buses.

**Item 2 – Metro Mover Escalator Covers and Escalator Replacement:** Requests ratification of a 180-day, non-compensable time extension with ABC Construction, Inc.; the time extension is needed to meet various regulatory requirements and accommodate various construction schedule restraints that have occurred.

**Item 3 - Contract Award Recommendation for Construction Engineering and Inspection Services:** Requests ratification of a contract award in the amount of \$4,791,000 to Parson's Transportation Group to provide construction engineering and inspection services for various Miami-Dade Transit projects. This item utilizes Charter County Transportation Surtax funds and was approved by the Citizens' Independent Transportation Trust at its March 20, 2013 meeting.

**Item 4 – Amendment to Florida Power and Light (FPL) Metrorail Phase I Contribution Administration Agreement and Issuance of Work Order:** Requests ratification of a contract amendment and work order in the amount of up to \$2,621,085 that allows FPL to proceed with completing the electrical service requirements for the Palmetto Station Traction Power Sub-Station Project.

## **SCOPE**

The projects awarded through the ESP Program have a countywide impact.

## **FISCAL IMPACT/FUNDING SOURCE**

The fiscal impact and funding sources for each project in this item are detailed in Exhibit A and the other accompanying attachments.

**TRACK RECORD / MONITOR**

The staff assigned to manage these contracts is listed in each respective contract award memorandum. Ralph Cutié of the Internal Services Department coordinates and monitors ESP projects for the County.

**BACKGROUND**

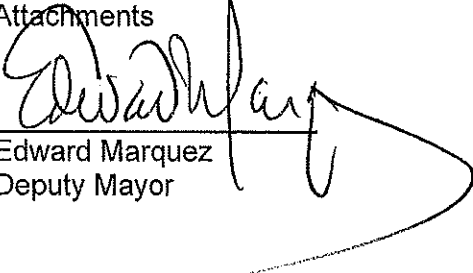
The ESP Program was adopted by the Board on July 17, 2008 through Ordinance 08-92, and later amended through Ordinance 09-60 to include ARRA funded projects and extend the sunset provision. The ESP Program was most recently amended through Ordinance 11-49 to further extend the sunset provision through July 2013. The purpose of the ESP Program is to expedite construction contracts and professional services agreements associated with funded capital improvements projects that are: 1) in the Capital Budget, 2) included in Resolution R-851-08, or 3) subsequently added through separate Board approved resolutions. On February 2, 2010, the Board adopted Resolution R-133-10 incorporating additional capital projects into the ESP.

The ESP Program continues to be an effective way of accelerating the County's capital program by moving funded projects through the contracting approval process. The ESP Program reduces approval timelines by 90 to 120 days for each procurement cycle (advertise solicitations, competitive bids and award of qualifying projects) resulting in benefits to the implementation of those projects.

Exhibit A and the accompanying attachments include the details of each of the contracts/awards/amendments for which ratification is being requested during this reporting period. Also, as required by Ordinance and when applicable, Exhibit A also includes a summary of the Community Small Business Enterprise, Community Business Enterprise, Disadvantaged Business Enterprise, Community Workforce Program participation; the solicitation method used; and the number of jobs generated, as calculated by the Regulatory and Economic Resources Department for ESP projects. Regulatory and Economic Resources Department staff is supporting the ESP by accelerating the project review and goal analysis process to ensure participation of small businesses on County contracts. All ESP projects are reviewed by the Small Business Division in the Regulatory and Economic Resources Department for the application of program measures in the areas of construction, architecture and engineering services.

Each of the projects listed in this item were executed by the County Mayor or County Mayor's designee in accordance with the Economic Stimulus Plan Ordinance. As such, ratification of these actions by the Board is respectfully requested.

Attachments

  
Edward Marquez  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** April 2, 2013

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 3(B)(6)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 3(B)(6)  
4-2-13

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RATIFYING THE ACTIONS OF THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE AS AUTHORIZED BY SECTION 2-8.2.7 OF THE CODE OF MIAMI-DADE COUNTY ALSO KNOWN AS THE "ECONOMIC STIMULUS PLAN" (ESP) DURING THE PERIOD OF JANUARY 1, 2012 – MARCH 31, 2012 IN AUTHORIZING CAPITAL IMPROVEMENTS CONTRACTS AND AMERICAN RECOVERY AND REINVESTMENT ACT CONTRACT AWARDS, AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this board ratifies the actions of the County Mayor or County Mayor's Designee, as authorized by Section 2-8.2.7 of the Code of Miami-Dade County, in approving the recommendations listed on Exhibit "A" attached hereto and made a part of; and authorizing the County Mayor or County Mayor's designee to exercise all authorities specified in the project's respective contract documents, authorizing the use of Charter County Transportation Surtax funds.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Jean Monestime  
Sen. Javier D. Souto  
Juan C. Zapata

Esteban L. Bovo, Jr  
Audrey M. Edmonson  
Barbara J. Jordan  
Dennis C. Moss  
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of April, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Bruce Libhaber

**Exhibit A**  
**Economic Stimulus Plan**  
**Project Ratification List for Contract Awards**  
**For the Period Ending December 31, 2012**

Item	Dept.	Type of Solicitation	Contract Type	Contract No. Project No.	Project Name	Awarded To	District	Contract Amount	Funding Source/ Index Codes	Fiscal Impact/ Operations and Maintenance Costs	Est. Start Date	Contract Measures				No. of Jobs Generated*	Description
												Est. End Date	CSBE	CBE	DBE	CWP	
1	MDT	Access of Other Competitively Bidding Process Governmental Entity Contract	Access of Other Competitively Bidding Process Governmental Entity Contract	Contract No. 072007 - Miami and 072007 - Homestead	Purchase of Heavy Duty Rubber Tire Trolley Buses	SVI Inc.	2, 3, 5, 6, 7, 8 & 9	\$4,352,000	\$3,664,000 in ARRA Grant Funds; \$718,000 in ARRA Grant and FTA Grants	There is no fiscal impact to the County or ongoing maintenance costs for the County	Upon Execution		N/A	N/A	N/A	N/A	This contract award is for the purchase of 23, 27-foot trolley buses for the Cities of Miami (19 buses) and Homestead (4 buses).
2	MDT	County Bidding Process	Change Order for Metromover Covers and Escalator Replacement	Contract No. CIP040-DE1-TR-10	This project includes the installation of canopy covers over stairs and escalators. Also includes the replacement of the electrical escalators which have been in service for over 20 years.	ABC Construction Inc.	5	\$5,958,224	ARRA Grant Funds	There is no fiscal impact to the County it is an additional 180 non-compensable calendar days	01/31/11 to 08/08/12 Additional 180 Days 03/31/12		N/A	N/A	20%	N/A	87 This is Change Order 1 for Metromover Escalator Covers and Escalator Replacement. It is requesting an additional 180 non-compensable calendar days. Unforeseen delays included compliance with regulatory requirements and construction schedule constraints.
3	MDT	County Bidding Process	PSA for Construction, Engineering and Inspection (CE&I) Services	Contract No. CIP030-CT1-TR09 Project No. E09-MDT-01 ARRA PTP	CE&I Services for the Palmetto Station Traction Power Sub-Station, Metrorail Central Control Upgrade, Lehman Yard Rehabilitation & Expansion Phase 1 and Lehman Center Test Track	Parsons Transportation Group Inc.	5, 12	\$4,791,000	FTA Section 5307/5309 Formula Grant (ARRA) - \$1,087,000 and People's Transportation Plan (PTP) Bond Program - \$3,704,000	There are no operations and maintenance costs as this is a PSA for CE&I services.	3/21/12 (A) 9/7/14		0.00%	0.00%	19.00%	N/A	34 This contract is for CE&I Services for the Palmetto Station Traction Power Sub-Station, Metrorail Central Control Upgrade, Lehman Yard Rehabilitation & Expansion Phase 1 and Lehman Center Test Track. Work will consist of professional and technical services including engineering, managerial, administrative and other services required during the design and construction phases of these systems projects.
4	MDT	N/A	Provide Dedicated Electrical Service Feeders to the Proposed Palmetto Station Traction Power Sub-Station Project	Work Order No. FPL-TPSS-PY-2	Install two dedicated 13.2 KV electrical service feeders required from Florida Power & Light (FPL) to support operations of new Palmetto Station Traction Power Sub-Station (TPSS)	Florida Power and Light (FPL)	12	\$2,621,085	\$2,621,085 in ARRA Grant Funds	There is no fiscal impact to the County or ongoing maintenance costs for the County	04/16/12 to 10/16/12		0.00%	0.00%	20.00%	N/A	74 This contract is the Second Amendment to the Florida Power & Light (FPL) Metrorail Phase I. Two dedicated 13.2 KV electrical service feeders to support the operation of the new Palmetto Traction Power Sub-Station.
<b>Total Dollar Value of Awards: \$17,722,309</b>																<b>Total No. of Jobs Generated: 195</b>	

**Contract Type Legend:**

C - Construction, DB - Design Build, PSA - Professional Services Agreement

\* Includes both full-time and part-time employment positions. Estimate prepared by the Sustainability, Planning and Economic Enhancement Department (SPEED)

\*\* An analysis of the trades required for this project and of the availability of CSBEs revealed insufficient availability.

# Memorandum



**Date:** March 20, 2012  
**To:** Honorable Carlos A. Gimenez  
Mayor  
**From:** Lester Sola, Director  
Internal Services Department  
**Subject:** Recommendation for Approval to Award Two Contracts for Purchase of Heavy Duty Rubber Tire Trolley Buses

## RECOMMENDATION

It is recommended that the County Mayor award this contract to SVI Inc. for purchase of twenty-three (23), 27' Trolley buses for the cities of Miami and Homestead by accessing a competitively awarded contract established by the Des Moines Area Regional Transit Authority (DART).

Delegation of Authority – The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County, Ordinance 09-60 Amending the Economic Stimulus Plan Extending the Sunset Provision and Including Capital Projects and Purchases of Goods and Services Funded by the American Recovery and Reinvestment Act (ARRA). This award will be presented to the Board of County Commissioners for ratification.

**CONTRACT NUMBERS:** 072007-Miami  
072007-Homestead

**CONTRACT TITLE:** Heavy Duty Rubber Tire Trolley Bus

**TERM:** Five Years (September 6, 2007 – September 5, 2012) as awarded by DART. These contracts will commence on the date of issuance of Notice-To-Proceed and will expire on September 5, 2012.

**METHOD OF AWARD:** Access of Other Governmental Entity's Contract

**CONTRACT AMOUNT:** \$4,352,000

## BACKGROUND

The Federal Transit Administration (FTA) awarded Miami-Dade County \$8,454,608 under the American Recovery and Reinvestment Act (ARRA) of 2009 to purchase buses for various municipalities. As the County is the recipient of the ARRA and FTA grants, contracts for the purchase of the buses will be awarded by the County. This award will allow purchase of twenty-three (23) 27' trolley buses for the cities of Miami (19 buses) and Homestead (4 buses). Although the buses will be operated and maintained by the cities, the County will hold title to the buses.

Des Moines Area Regional Transit Authority (DART) advertised a Request for Proposals as a joint procurement with 14 other participants. Four proposals from three different companies were received. The proposals were evaluated by a technically competent committee based on the criteria specified in the solicitation. Some of the purchases from the other participants failed to materialize, leaving the unused rights available. DART assigned these rights to Miami-Dade County to purchase these twenty-three buses.

The DART contract includes language and requirements by the Federal Transit Administration, including Buy America requirements. Accessing the results of the competitively established DART contract will allow the County to purchase and expeditiously deploy these trolley buses for these cities.

**USING/MANAGING AGENCIES  
AND FUNDING SOURCES:**

Contract Number	City	Number of Buses	Allocation	Funding Source	Contract Manager
072007- Miami	Miami	19	\$3,634,000	ARRA Grant	Fred Shields
072007- Homestead	Homestead	4	\$718,000	ARRA Grant and FTA Grants	Fred Shields
		<b>TOTAL:</b>	<b>\$4,352,000</b>		

**FISCAL IMPACT:**

There is no fiscal impact to the County as the purchase is entirely funded by the ARRA grant. The fiscal impact for operations and maintenance of the buses is provided below:

City	Operations and Maintenance
Miami	The City of Miami will operate and maintain their trolley buses. There is no fiscal impact to the County.
Homestead	The City of Homestead will operate and maintain their trolley buses. There is no fiscal impact to the County.

**PROCUREMENT**

**CONTRACTING OFFICER:** Jesús Lee

**VENDOR RECOMMENDED  
FOR AWARD:**

Awardee	Address	Principal
SVI Inc.	440 Mark Leany Drive Henderson, NV	Leah C Munoz

**PERFORMANCE DATA:** There are no performance issues with the recommended firm.

**COMPLIANCE DATA:** There are no compliance issues with the recommended firm.

**CONTRACT MEASURES:** No measures – Accessing other entity's contract

**LIVING WAGE:** The services being provided are not covered under the Living Wage Ordinance.



Honorable Carlos A. Gimenez

Recommendation for Approval to Award Two Contracts for Purchase of Heavy Duty Rubber Tire Trolley Buses


Page 3

**USER ACCESS PROGRAM:** This contract does not include the 2% User Access Program provision, due to funding source.

**LOCAL PREFERENCE:** Not applicable – Accessing other entity's contract

**ESTIMATED CONTRACT COMMENCEMENT DATE:** Upon approval by the County Mayor

Approved

  
\_\_\_\_\_  
Carlos A. Gimenez  
Mayor

art

3/30/12  
\_\_\_\_\_  
Date

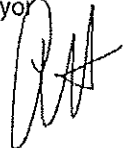
c: Miriam Singer, CPPO, Assistant Director, Internal Services Department

# Memorandum



**Date:** 9/21/2012

**To:** Carlos A. Gimenez  
County Mayor

**From:** Ysela Llort  
Director  
Transit *for* 

**Attn:** Lester Sola  
Director  
Internal Services Department

**Subject:** Change Order for Metromover Escalator Covers and Escalator Replacement - Project No: CIP040 ARRA; Contract No: CIP040-DE1-TR-10, to ABC CONSTRUCTION INC.

## Recommendation

The attached Change Order No: 1 on a contract between ABC CONSTRUCTION INC. and Miami-Dade County has been prepared by Transit and is recommended for approval.

**CHANGE ORDER NUMBER:** 1

## Scope

**PROJECT NAME:** Metromover Escalator Covers and Escalator Replacement

**PROJECT NO:** CIP040 ARRA

**CONTRACT NO:** CIP040-DE1-TR-10

**PROJECT DESCRIPTION:** This project includes the installation of canopy covers over stairs and escalators at the following Metrorail and Metromover stations:

A. At seven (7) stations along the Metromover Inner Loop, canopies shall be constructed over the escalator and/or the stairs. As shown in the construction drawings the canopies are to be placed in such a manner as to provide maximum protection from the rain without interfering with the Metromover clearances.

1. Government Center
2. Bayfront Park
3. First street
4. College Bayside
5. College North
6. Arena /State Plaza
7. Miami Avenue

B. Escalators shall be installed at the following six (6) stations:

1. Government Center
2. Bayfront Park
3. First street
4. College/Bayside
5. College North
6. Arena / State Plaza

**PROJECT LOCATION:** Government Center - 111 NW 1st Street  
Bayfront Park - 150 Biscayne Blvd.  
First Street - 225 NE 1st Street  
College Bayside - 225 NE 3rd Street  
College North - 100 NE 5th Street  
Arena / State Plaza - 90 NW 5th Street  
Miami Avenue - 90 S. Miami Avenue

**PRIMARY COMMISSION DISTRICT:** Various Districts

**APPROVAL PATH:** Expedite

The project is funded with ARRA funds. Ordinance No. 09-60, the ESP Ordinance as amended, includes capital projects funded with ARRA funds

**USING DEPARTMENT:** Transit

**MANAGING DEPARTMENT:** Transit

**Fiscal Impact / Funding Source**

**FUNDING SOURCE:** ARRA

**CHANGE ORDER FUNDING SOURCE:** ARRA

**PTP FUNDING:** No

**GOB FUNDING:** No

**ARRA FUNDING:** Yes

**CHANGE ORDER DESCRIPTION:** Change Order No. 1 requests a contract extension of 180 non-compensable calendar days due to unforeseen delays. There is no increase to the overall contract amount. Unforeseen delays included compliance with regulatory requirements and construction schedule constraints.

**MONETARY JUSTIFICATION:** This Change Order No. 1 does not contain a monetary change in the contract's value.

**TIME JUSTIFICATION:** Delays were caused by additional work required by the Miami-Dade County Building Department for replacement of stair tread nosings due to

deteriorated conditions found during canopy installation at Miami Avenue, First Street, College Bayside, Wilkie D. Ferguson, Jr., College North and Bayfront Park Mover Stations.

Delays were also caused by the need to redesign and construct structural steel columns with additional footing and an additional column to support the canopy at Government Center without connecting to the guideway column to comply with Metrorail Design policy.

Additional and unforeseen work impacted the construction schedule by 180 calendar days due to site conditions, work restrictions and construction schedule constraints.

	<u>Original Contract Values</u>	<u>Previous Adjustments To Values</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
BASE:	\$5,416,567.00	\$0.00	\$0.00	\$5,416,567.00	\$3,371,004.78	\$2,045,562.22
CONTINGENCY:	\$541,656.70	\$0.00	\$0.00	\$541,656.70	\$40,997.49	\$500,659.21
DEDICATED:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
TOTALS:	\$5,958,223.70	\$0.00	\$0.00	\$5,958,223.70	\$3,412,002.27	\$2,546,221.43

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
BASE DURATION:	555	0	180	735
CONTINGENCY:	<u>55</u>	<u>0</u>	<u>0</u>	<u>55</u>
TOTAL DURATION:	610	0	180	790

#### INITIATING FACTOR(S) FOR CHANGE ORDER

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
Regulatory Change	\$0.00	90
Unforeseen / Unforeseeable Change	<u>\$0.00</u>	<u>90</u>
	\$0.00	180

#### Track Record / Monitor

PERFORMANCE RECORD: There are a total of 26 performance evaluations in the CIIS Database reflecting an average rating of 3.3 out of a possible 4 points. This represents an above satisfactory performance rating.

PRIME CONTRACTOR: ABC CONSTRUCTION INC.

COMPANY PRINCIPAL: Jorge Gonzalez

COMPANY QUALIFIERS: Jorge Gonzalez

COMPANY EMAIL ADDRESS: jgonzalez@abcconstruction.cc

COMPANY STREET ADDRESS: 7280 NW 8th STREET

COMPANY CITY-STATE-ZIP: Miami, FL 33126

YEARS IN BUSINESS AT TIME OF AWARD: 20

PREVIOUS CONTRACTS WITH COUNTY IN THE LAST FIVE YEARS AT TIME OF AWARD:

According to the Firm History Report provided by the Department of Small Business Development, ABC Construction Inc. has received twelve (12) contracts from Miami-Dade County valued at \$15,951,905.08 and four (4) Change Orders approved by the Board in the amount of \$409,361.26

SUB CONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):

Schindler Elevator Corporation  
Logsdon and Associates, Inc.

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:

TYPE	GOAL	ESTIMATED VALUE	ACHIEVED
DBE	20.00%	\$1,191,644.74	3,322,592.400
CWP	0.00%	0	0

CONTRACT MANAGER NAME / PHONE / EMAIL:

Jesus Valderrama (786) 469-5291 jvalder@miamidadade.gov

PROJECT MANAGER NAME / PHONE / EMAIL:

George L. Maldonado (305) 375-2180 glm@miamidadade.gov

### Background

#### BACKGROUND:

MDT proposes to erect canopy covers over the open air access escalators and concrete stairs at various Metromover Stations. These canopies will provide protection from the elements to the mechanical components of the escalators, and afford protection to transit patrons and the general public accessing the stairs.

Except for the Miami Avenue Station, the stations require the replacement of the escalators, which have been in service for over twenty (20) years fully exposed to the elements and in need of replacement due to high failure rates.

This project was slated for advertisement using PTP funds; however, the project was never advertised due to budgetary constraints. This project is now being advertised using ARRA funds.

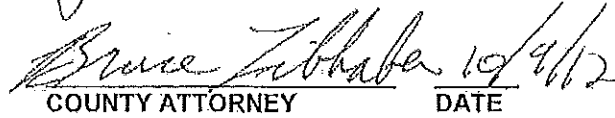
In accordance with MDT's Standard Operating Procedures, all applicable FTA requirements have been included. Attached is the Federal Requirements Checklist.

BUDGET APPROVAL  
FUNDS AVAILABLE:

  
OMB DIRECTOR

10/1/12  
DATE

APPROVED AS TO  
LEGAL SUFFICIENCY:

  
COUNTY ATTORNEY

10/1/12  
DATE

APPROVED PURSUANT  
TO THE EXPEDITE  
ORDINANCE (SECTION 2-  
8.2.7 OF THE MIAMI DADE  
COUNTY CODE):

  
DEPUTY MAYOR

10/1/12  
DATE

CLERK DATE

DATE

BUDGET APPROVAL  
FUNDS AVAILABLE:

  
OMB DIRECTOR

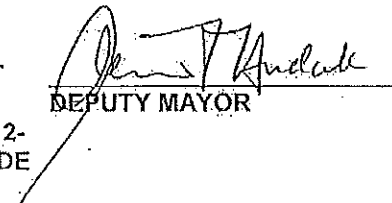
10/9/12  
DATE

APPROVED AS TO  
LEGAL SUFFICIENCY:

  
COUNTY ATTORNEY

10/9/12  
DATE

APPROVED PURSUANT  
TO THE EXPEDITE  
ORDINANCE (SECTION 2-  
8.2.7 OF THE MIAMI DADE  
COUNTY CODE):

  
DEPUTY MAYOR

10/9/12  
DATE

CLERK DATE

10/17/12  
DATE

CLERK OF THE BOARD

2012 OCT 17 AM 10:44

CLERK OF THE BOARD  
MIAMI DADE COUNTY FLA.  
#1

09/28/10  
CIP 040

FTA C 4220.1F  
11/01/2008

Rev. 04/14/2009

METROMOVER ESCALATOR COVERS & ESCALATOR REPLACEMENT  
FEDERALLY REQUIRED AND OTHER MODEL CLAUSES

APPLICABILITY OF THIRD PARTY CONTRACT CLAUSES

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts over \$2,000)

TYPE OF PROCUREMENT						
CLAUSE	Professional Services/A & E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies	Check Box if Applicable
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All	✓
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All	✓
Access to Third Party Contract Records	All	All	All	All	All	✓
Changes to Federal Requirements	All	All	All	All	All	✓
Termination	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	✓
Civil Rights (Title VI, EEO, ADA)	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000	CCR ✓
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All	CCR ✓
Incorporation of FTA Terms	All	All	All	All	All	✓
Suspension and Debarment	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000	✓
Buy America			>\$100,000	>\$100,000	>\$100,000	✓
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	✓
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	✓
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	✓
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000	✓
Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.	For property transported by ocean vessel.	✓
Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	✓
Davis-Bacon Act				>\$2,000. (including ferry vessels)		✓
Contract Work Hours and Safety Standards Act		>\$100,000 (except transportation services)	>\$100,000	>\$100,000 (including ferry vessels)		CCR ✓



CIP040

**FEDERALLY REQUIRED AND OTHER MODEL CLAUSES**

**APPLICABILITY OF THIRD PARTY CONTRACT CLAUSES**

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts over \$2,000)

TYPE OF PROCUREMENT						
CLAUSE	Professional Services/A&E	Operations/Management	Rolling Stock Purchase	Construction	Materials & Supplies	Check Box if Applicable
Copeland Anti-Kickback Act				>\$2,000 (including ferry vessels)		<input checked="" type="checkbox"/> OCR
Bonding				\$100,000		<input checked="" type="checkbox"/>
Seismic Safety	A&E for New Buildings & Additions			New Buildings &		N/A
Transit Employee Protective Arrangements		Transit Operations				N/A
Charter Service Operations		All				N/A
School Bus Operations		All				N/A
Drug Use and Testing		Transit Operations				N/A
Alcohol Misuse and Testing		Transit Operations				N/A
Patent Rights	Research & Development					N/A
Rights in Data and Copyright Requirements	Research & Development					N/A
Energy Conservation	All	All	All	All	All	<input checked="" type="checkbox"/>
Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year	Contracts for items designated by EPA, when procuring \$10,000 or more per year	<input checked="" type="checkbox"/>
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects	ITS Projects	N/A
ADA Access	A&E	All	All	All	All	<input checked="" type="checkbox"/> OCR
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States	Limited to States	N/A

*[Signature]*  
09/28/10

STRATEGIC AREA: Transportation  
DEPARTMENT: Transit

\*\*\*\*\* FUNDED PROJECTS \*\*\*\*\*  
(dollars in thousands)

**METROMOVER STATION CANOPIES AND ESCALATOR REPLACEMENT**

PROJECT # 672360

DESCRIPTION: Install canopies at Metromover stations and replace escalators at seven stations

LOCATION: Various  
City of Miami

DISTRICT LOCATED: 5  
DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: \$186

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
FTA Section 5307/5309 Formula Grant	6,764	386	0	0	0	0	0	0	7,150

<b>TOTAL REVENUE:</b>	<b>6,764</b>	<b>386</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,150</b>
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EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Construction	5,958	0	0	0	0	0	0	0	5,958
Project Administration	452	21	0	0	0	0	0	0	473
Project Contingency	354	365	0	0	0	0	0	0	719

<b>TOTAL EXPENDITURES:</b>	<b>6,764</b>	<b>386</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,150</b>
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**MOVER FIBER REPLACEMENT**

PROJECT # 676250

DESCRIPTION: Replace degraded fiber on mover system

LOCATION: Various  
City of Miami

DISTRICT LOCATED: 5  
DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: \$200

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
FTA Section 5307/5309 Formula Grant	2,234	524	441	0	0	0	0	0	3,199

<b>TOTAL REVENUE:</b>	<b>2,234</b>	<b>524</b>	<b>441</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,199</b>
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EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Planning and Design	30	0	0	0	0	0	0	0	30
Equipment Acquisition	2,124	524	396	0	0	0	0	0	3,044
Project Administration	80	0	45	0	0	0	0	0	125

<b>TOTAL EXPENDITURES:</b>	<b>2,234</b>	<b>524</b>	<b>441</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,199</b>
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**MOVER VEHICLES REPLACEMENT PHASE II (17 CARS)**

PROJECT # 675590

DESCRIPTION: Replace 17 Metromover vehicles

LOCATION: Various  
Various Sites

DISTRICT LOCATED: 5  
DISTRICT(S) SERVED: Countywide

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

REVENUE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
People's Transportation Plan Bond Program	37,333	129	0	0	0	0	0	0	37,462

<b>TOTAL REVENUE:</b>	<b>37,333</b>	<b>129</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>37,462</b>
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EXPENDITURE SCHEDULE:	PRIOR	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	FUTURE	TOTAL
Equipment Acquisition	30,895	0	0	0	0	0	0	0	30,895
Project Administration	842	129	0	0	0	0	0	0	971
Project Contingency	1,524	0	0	0	0	0	0	0	1,524
Capital Maintenance	4,072	0	0	0	0	0	0	0	4,072

<b>TOTAL EXPENDITURES:</b>	<b>37,333</b>	<b>129</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>37,462</b>
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STRATEGIC AREA: Transportation  
DEPARTMENT: Transit

\*\*\*\*\* FUNDED PROJECTS \*\*\*\*\*  
(dollars in thousands)

Metromover Projects

**METROMOVER BICENTENNIAL PARK STATION REFURBISHMENT**

PROJECT # 6710060

DESCRIPTION: Refurbish Bicentennial Park Metromover Station

LOCATION: Bicentennial Park Station  
City of Miami

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

DISTRICT LOCATED: 5  
DISTRICT(S) SERVED: Countywide

REVENUE SCHEDULE:	PRIOR	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	FUTURE	TOTAL
FTA Section 5307/5309 Formula Grant	117	1,183	0	0	0	0	0	0	1,300
People's Transportation Plan Bond Program	0	513	335	0	0	0	0	0	848
Capital Impr. Local Option Gas Tax	0	0	152	0	0	0	0	0	152
<b>TOTAL REVENUE:</b>	<b>117</b>	<b>1,696</b>	<b>487</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,300</b>

EXPENDITURE SCHEDULE:	PRIOR	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	FUTURE	TOTAL
Planning and Design	117	184	0	0	0	0	0	0	301
Construction	0	1,459	482	0	0	0	0	0	1,941
Construction Management	0	20	5	0	0	0	0	0	33
Project Contingency	0	25	0	0	0	0	0	0	25
<b>TOTAL EXPENDITURES:</b>	<b>117</b>	<b>1,696</b>	<b>487</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,300</b>

**METROMOVER STATION CANOPIES AND ESCALATOR REPLACEMENT**

PROJECT # 672360

DESCRIPTION: Install canopies at Metromover stations and replace escalators

LOCATION: Various  
City of Miami

ESTIMATED ANNUAL OPERATING IMPACT: Minimal

DISTRICT LOCATED: 5  
DISTRICT(S) SERVED: Countywide

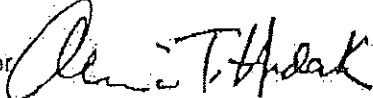
REVENUE SCHEDULE:	PRIOR	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	FUTURE	TOTAL
FTA Section 5307/5309 Formula Grant	1,310	5,740	100	0	0	0	0	0	7,150
People's Transportation Plan Bond Program	100	40	0	0	0	0	0	0	140
<b>TOTAL REVENUE:</b>	<b>1,410</b>	<b>5,780</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,290</b>

EXPENDITURE SCHEDULE:	PRIOR	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	FUTURE	TOTAL
Planning and Design	87	20	0	0	0	0	0	0	107
Construction	1,000	4,959	0	0	0	0	0	0	5,959
Construction Management	60	40	0	0	0	0	0	0	90
Project Administration	173	200	50	0	0	0	0	0	423
Project Contingency	100	561	50	0	0	0	0	0	711
<b>TOTAL EXPENDITURES:</b>	<b>1,410</b>	<b>5,780</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>7,290</b>

Date: June 21, 2011

To: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

From: Allna T. Hudak  
County Manager



Agenda Item No. 9(A)(1)

Resolution No. R-492-11

Subject: Resolution Ratifying the County Mayor's or County Mayor's Designee Action in Authorizing Capital Improvement Contracts Pursuant to Section 2-8.2.7 of the Code of Miami-Dade County relating to the Economic Stimulus Plan

**RECOMMENDATION**

It is recommended that the Board of County Commissioners adopt the attached resolution ratifying the County Mayor's or County Mayor designee's actions taken from December 1, 2010 through April 30, 2011 in expediting the capital improvement projects identified on the attached schedule (Exhibit A) as authorized by Ordinance No. 09-60 extending the "Economic Stimulus Plan" (ESP). Exhibit A summarizes six projects which total \$101,978,938.70 that were awarded directly via the ESP. Please note that two of the six projects listed in Exhibit A were awarded outside the reporting period.

- JCI International, Inc. in the amount of \$2,696,662.00 for the General Services Administration (GSA); Project Name: Fleet Shop 3C Additional Service Bays/Metal Building Expansion (Project part of the February 2010 ESP list)
- ABC Construction Inc. in the amount of \$5,958,223.70 for Miami-Dade Transit; Project Name: Metromover Escalator Covers and Escalator Replacement (Project part of the American Recovery and Reinvestment Act (ARRA))
- Miami Skyline Construction Corp. in the amount of \$4,078,970.00 for GSA; Project Name: Construction of the new Regional Head Start Center at Arcola Lakes (Project added to the ESP via Resolution No. R-380-09)
- Suffolk Construction Company, Inc. in the amount of \$80,495,083.00 for GSA; Project Name: Construction of the new Miami-Dade County Children's Courthouse (Project part of the February 2010 ESP list)
- Gurri Matute, P.A. in the amount of \$750,000.00 for the Miami-Dade Park and Recreation Department (MDPR); Project Name: Greynolds Park Renovations and Improvements (Project part of the original July 2008 ESP list)
- Reynolds Inliner, LLC in the amount of \$8,000,000.00 for the Miami-Dade Water and Sewer Department (WASD); Project Name: One Year Countywide Contract for Cleaning and Televising of Large Diameter Sewers, with County Option to Renew for an Additional Three Years on a Yearly Basis (Project part of the February 2010 ESP list)

**SCOPE**

The six contract awards detailed in Exhibit A involve the need to provide construction and professional services for capital improvement projects that are located within Commission Districts 2, 4, 5 and 12. The Miami-Dade Transit and WASD projects are Countywide in nature and affect various Commission Districts.

**FISCAL IMPACT/FUNDING SOURCE**

The contract awards are funded by a variety of funding sources as described in the proposed capital plan for FY 2010-11 for the specific projects listed on Exhibit A. Each project's on-going current and future operations and maintenance impact have been budgeted by the departments and are shown on Exhibit A.

X

#### TRACK RECORD / MONITOR

The Office of Capital Improvements (OCI) database, the Capital Improvements Information System (CIIS), contains the following information regarding vendor performance.

- JCI International, Inc. has not previously been awarded any contracts with Miami-Dade County. As such, a review of CIIS reveals no performance evaluations for JCI International, Inc. However, GSA staff contacted the references listed in JCI International Inc.'s bid packages for a comparison of projects completed in similar size and complexity by the vendor. These references provided a satisfactory review for both the vendor and their experience. GSA states that JCI International, Inc. has indicated 30 years of experience as a general contractor in construction work comparable to the work to be performed on the GSA contract.
- CIIS shows 22 evaluations for ABC Construction Inc. which reflects satisfactory performance for the vendor.
- CIIS shows nine evaluations for Miami Skyline Construction Corp. showing satisfactory performance for the vendor.
- Suffolk Construction Company, Inc. has not previously been awarded any contracts with Miami-Dade County; therefore, there are no performance evaluations for the vendor in CIIS. GSA staff contacted the references listed in Suffolk Construction Company, Inc.'s bid packages for a comparison of projects completed in similar size and complexity. These references provided by satisfactory review for both the company and their experience. GSA confirms that Suffolk Construction Company, Inc. has indicated over 16 years of experience in construction work similar to the work for this contract.
- CIIS shows one evaluation for Gurri Matute, P.A. showing superior performance for the vendor.
- Reynolds Inliner, LLC has not been previously awarded any contracts with Miami-Dade County; therefore, there are no performance evaluations for the vendor in CIIS. However, in 2010, Reynolds Inliner, LLC was awarded a WASD project via the Miscellaneous Construction Contract (MCC) 7360 Program which is pending evaluation. WASD staff has indicated above satisfactory performance by Reynolds Inliner, LLC on this project. Furthermore, WASD staff contacted several references listed in the Contractor's bid package for projects completed in similar size and complexity. All references contacted by staff provided at least an above satisfactory rating for both the company and their workmanship.

The staff assigned to the day-to-day operations of these contracts is listed in the contract award memorandum for the project. The ESP is being coordinated and monitored by the Office of Capital Improvements.

#### BACKGROUND

Section 2-8.2.7 of the Code of Miami-Dade County, known as the "Economic Stimulus Plan" adopted by the Board on July 17, 2008 through Ordinance No. 08-92, provides for expeditious treatment of professional service agreements and construction contracts associated with funded capital improvement projects identified in the approved annual capital budget (Proposed Capital Budget and Multi-Year Capital Plan) and included by the Board in Resolution No. R-851-08 or subsequently added by the Board via resolution. The Board also adopted Ordinance No. 09-60 amending the ESP Ordinance to include in the list capital projects funded through ARRA and extending the sunset provision until July 2011. On February 2, 2010, the Board adopted Resolution No. R-133-10 adding more capital projects to the ESP in order to maintain Miami-Dade County's continuous support of the local construction industry. Legislation is being presented to the Board that will extend the sunset provision until July 2013 and add capital projects funded through the Building Better Communities General Obligation Bond Program (BBC GOB).

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Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
Page 3

The ESP is an effective way to stimulate the local economy and accelerate the County's capital program by moving funded projects through the contracting process at a quicker pace, thereby providing an opportunity for our government to lessen the negative impact of the current economic conditions on the building professions and trades. The ESP reduces the timeline, about 90-120 days on each procurement cycle, to advertise solicitations and competitive bids and award qualifying projects, design and construction contracts, resulting in significant efficiencies in the implementation of those projects. Including BBC GOB projects in the ESP will allow these projects to be expedited, as well as further stimulating the local economy and creating jobs in the community.

OCl processed six qualifying awards as listed in Exhibit A. Exhibit A also includes a summary of the Community Small Business Enterprise (CSBE), Community Business Enterprise (CBE), Disadvantaged Business Enterprise (DBE), Community Workforce Program (CWF) participation, the Solicitation Method used, and the Number of Jobs Generated as calculated by the Office of Economic Development and International Trade for ESP projects. Exhibit A shows two contracts that were awarded prior to the beginning reporting date of December 1, 2010. For the new Miami-Dade County Children's Courthouse, a bid protest was filed but was subsequently withdrawn; therefore, the item is being presented for ratification at this time. For the Greynolds Park Renovations and Improvements project, the funding is now in place and the project is moving forward.

The Department of Small Business Development (SBD) is supporting the ESP by accelerating the project review and goal analysis process to ensure participation of small businesses on County contracts. All ESP projects are reviewed by SBD for the application of program measures in the areas of construction, architecture and engineering services. Between December 1, 2010 and April 30, 2011, SBD reviewed four projects under the Economic Stimulus Plan, recommending small business participation of \$5,487,531.00 or 25%. Small Business participation measures approved under the ESP since implementation totals \$132,131,034.00 or 18%, representing a 6% increase over the 12% average participation for the two year period prior to implementation of the stimulus plan. The average turnaround time for expedited project review and goal analysis during this period was four days, which is four days less than the average processing time for the period.

Since 2008, 43 projects have been awarded under the authority granted through Section 2-8.2.7 of the Code of Miami-Dade County. However, there are other projects that are part of the ESP which have been expedited utilizing alternative contracting mechanisms. Alternative contracting mechanisms includes contracts advertised, awarded or underway using the MCC 7040 and 7360, Department of Procurement Management and other existing departmental contracts, in-house forces and grant agreements. ESP projects awarded using alternative contracting mechanisms total \$348 million since the inception of the program in 2008.

  
Assistant County Manager

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# MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

DATE: June 21, 2011

FROM: R. A. Cuevas, Jr.  
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☒ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(A)(1)  
6-21-11

RESOLUTION NO. R-492-11

RESOLUTION RATIFYING THE COUNTY MAYOR'S OR  
COUNTY MAYOR'S DESIGNEE ACTIONS, AS  
AUTHORIZED BY SECTION 2-8.2.7 OF THE CODE OF  
MIAMI-DADE COUNTY, IN APPROVING ACTIVITIES  
LISTED ON THE ATTACHED SCHEDULE FOR CAPITAL  
IMPROVEMENT PROJECTS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying  
memorandum, a copy of which is incorporated herein by reference,

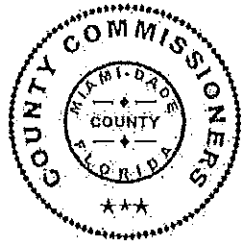
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY  
COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the  
actions of the County Mayor or County Mayor's designee, as authorized by Section 2-8.2.7 of  
the Code of Miami-Dade County, in approving the recommendations listed on Exhibit "A"  
attached hereto and made a part hereof.

The foregoing resolution was offered by Commissioner Rebeca Sosa  
who moved its adoption. The motion was seconded by Commissioner Audrey Edmonson  
and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	aye	
	Audrey M. Edmonson, Vice Chairwoman	aye	
Bruno A. Barreiro	aye	Lynda Bell	aye
Esteban L. Bovo, Jr.	absent	Jose "Pepe" Diaz	absent
Sally A. Heyman	aye	Barbara J. Jordan	aye
Jean Monestime	aye	Dennis C. Moss	aye
Rebeca Sosa	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		



The Chairperson thereupon declared the resolution duly passed and adopted this 21<sup>st</sup> day of June, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Hugo Benitez

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**Exhibit A.**

Contract Type Legend:  
C - Construction  
CE - Design Build  
PSA - Professional Services  
N/A - Not Applicable

\* Includes both full-time and part-time employment positions. Estimate prepared by the Office of Economic Development and International Trade.

# MIAMI-DADE COUNTY, FLORIDA

## TRANSIT

### CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 1

CONTRACT NO: CIP040-DE1-TR-10

DATE: 9/21/2012

PROJECT TITLE: Metromover Escalator Covers and Escalator Replacement

TO CONTRACTOR: ABC CONSTRUCTION INC. 7280 NW 8th STREET Miami, FL 33126

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

Description of work authorized:

Change Order No. 1 requests a contract extension of 180 non-compensable calendar days due to unforeseen delays. There is no increase to the overall contract amount. Unforeseen delays included compliance with regulatory requirements and construction schedule constraints.

Monetary Justification:

This Change Order No. 1 does not contain a monetary change in the contract's value.

Time Justification:

Delays were caused by additional work required by the Miami-Dade County Building Department for replacement of stair tread nosings due to deteriorated conditions found during canopy installation at Miami Avenue, First Street, College Bayside, Wilkie D. Ferguson, Jr., College North and Bayfront Park Mover Stations.

Delays were also caused by the need to redesign and construct structural steel columns with additional footing and an additional column to support the canopy at Government Center without connecting to the guideway column to comply with Metrorail Design policy.

Additional and unforeseen work impacted the construction schedule by 180 calendar days due to site conditions, work restrictions and construction schedule constraints.

A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed; delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

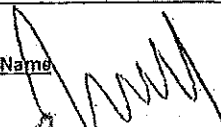
Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

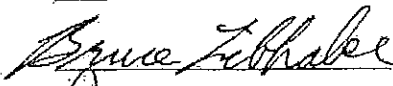
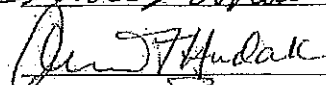
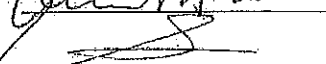
#### SUMMARY OF CONTRACT AMOUNT / TIME

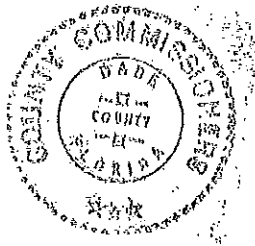
ORIGINAL CONTRACT AMOUNT-----	\$5,968,223.70
COST OF CHANGES PREVIOUSLY ORDERED-----	\$0.00
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$5,968,223.70
COST OF CHANGES WITH THIS DOCUMENT-----	\$0.00
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$5,968,223.70
PERCENT INCREASE WITH THIS CHANGE-----	0%
TOTAL PERCENT INCREASE TO DATE-----	0%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	556 / 0 / 180
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	55 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	790

**CERTIFYING STATEMENT:**

The Contractor certifies that the changes and supporting cost data included is in its considered opinion necessary and accurate and that the prices quoted are fair and reasonable.

<u>Organization</u>	<u>Name</u>	<u>Accepted By:</u>	<u>Title</u>	<u>Date</u>
ABC CONSTRUCTION INC. The Guarantee Company of North America USA Surety	 <u>Charles D. Nielson</u>		Contractor	10/10/12
	Charles D. Nielson, Attorney In Fact		Surety	10/9/12

<u>Title</u>	<u>Name</u>	<u>Date</u>
Approved By: <u>County Attorney</u> (for legal sufficiency)		10/16/12
Approved By: <u>County Mayor</u>		10/18/12
Attested By: <u>Clerk of the Board</u>		10/17/12





THE GUARANTEE COMPANY OF NORTH AMERICA USA  
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Charles J. Nielson, Charles D. Nielson, Joseph P. Nielson, David R. Hoover*  
*Nielson and Company, Inc. ~ Miami Lakes*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto; bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 10th day of November, 2009.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN  
County of Oakland

*Stephen C. Ruschak*  
Stephen C. Ruschak, Vice President

*Randall Musselman*  
Randall Musselman, Secretary

On this 10th day of November, 2009 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



Cynthia A. Takai  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2012  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 9th day of October, 2012



*Randall Musselman*  
Randall Musselman, Secretary



MIAMI-DADE TRANSIT

ROUTING SLIP

4531  
**RECEIVED**  
 OCT 15 2012

Allna T. Hudak  
 County Manager's Office

DATE: 9/26/2012

FROM: IVONNE ANDRES  
 (786-469-5242)

(CIRCULATE IN ORDER)

ROUTINGS	INITIALS	DATE IN	DATE OUT
G. MALDONADO	<i>[Signature]</i>	10/1/12	10/1/12
J. SUMOSKI	<i>[Signature]</i>	9/28/12	9/28/12
J. VALDERRAMA	<i>[Signature]</i>	9/27/12	9/27/12
A. HERNANDEZ	<i>[Signature]</i>	9/28/12	10/2/12
C. GRAHAM	<i>[Signature]</i>	10/3/12	10/4/12
B. LIBHABER	<i>[Signature]</i>	10/3/12	10/3/12
I. ANDRES	<i>[Signature]</i>	10/4/12	10/4/12
OMB	<i>[Signature]</i>	10/5	10/9
I. ANDRES 7/469-5242			
<del>OMB</del> Mayor's Office			
I. ANDRES			

SUBJECT: Change Order No. 1 for Metromover Escalator Covers and Escalator Replacement - Project No: CIP040 ARRA; Contract No: CIP040-DEI-TR-10, to ABC CONSTRUCTION INC.

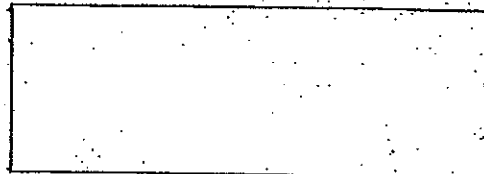
## Memorandum



**Date:** 12/7/2011

**To:** Carlos A. Gimenez  
Mayor

**From:** Ysela Llori  
Miami-Dade Transit  
Interim Director



**Subject:** Contract Award Recommendation for Construction Engineering and Inspection Services for the Palmetto Station Traction Power Sub-Station, Metrorail Central Control Upgrade, Lehman Yard Rehabilitation & Expansion Phase 1, and Lehman Center Test Track; Contract Number CIP030-CT1-TR09; Project No: E09-MDT-01 ARRA PTP, to Parsons Transportation Group, Inc.

### Recommendation

This Recommendation for Award for Construction Engineering and Inspection Services for the Palmetto Station Traction Power Sub-Station, Metrorail Central Control Upgrade, Lehman Yard Rehabilitation & Expansion Phase 1, and Lehman Center Test Track; Contract Number CIP030-CT1-TR09 between Parsons Transportation Group, Inc. (PTG) and Miami-Dade County, in the amount of \$4,791,000.00, has been prepared by Miami-Dade Transit and is recommended for approval.

**Delegation of Authority** - The authority of the County Mayor or County Mayor's designee to execute and implement this contract is consistent with those authorities granted under the Code of Miami-Dade County. Additional delegation of authorities requested for this contract are as follows:

No further delegation is necessary for this contract.

### Scope

**PROJECT NAME:** Construction Engineering and Inspection Services for Palmetto Station Traction Power Sub-Station, Metrorail Central Control Upgrade Lehman Yard Rehabilitation & Expansion Phase 1, and the Lehman Center Test Track

**PROJECT NO:** E09-MDT-01 ARRA PTP

**CONTRACT NO:** CIP030-CT1-TR09

### PROJECT DESCRIPTION:

PTG services will include professional and technical services including; engineering, managerial, administrative and other services required during the design and construction phases of the system projects subsequent to approval granted by the Miami-Dade Board of County Commissioners and written approval to perform work is granted by Miami-Dade Transit.

PTG will manage and inspect all fixed facilities and systems work performed by the selected Design Builders to ensure compliance with the contract requirements, construction and design standards, plans and specifications. PTG will support Miami-Dade Transit (MDT) by providing assistance during the design and construction phases of the approved system projects and

CIRCUIT & COUNTY  
 #1  
 JAN 26 AM 11:52  
 CLERK OF THE BOARD

perform duties such as design support, plans review and conformance, resident engineering, office engineering, on-site inspection services, quality control, testing analyses, contract administration, construction safety and security and construction survey analyses. PTG will manage approved project budgets, assist with cash flow reports, monitor contractor progress and construction cost estimates, conduct invoice and requisition analyses and provide recommendations based on its analyses. PTG will process shop drawings, respond to requests for information (RFIs), perform rail system testing and start-up services, and oversee contract closeout phases for each awarded systems project.

The following is a brief description of each system project.

Palmetto Traction Power Sub-Station Project

The Design / Build Contractor for the Palmetto Station Traction Power Sub-Station Project will design, permit, furnish, construct test and place into operation a complete new traction power sub-station at a location in the vicinity of the Metrorail Palmetto Station. The work includes interfacing and coordinating with Florida Power and Light (FP&L).

Metrorail Central Control Upgrade Project

The Contractor for the Metrorail Central Control Upgrade Project will design, permit, furnish, construct test and place into operation a complete new rail transit central control system at Stephen P. Clark Government Center. This upgrade will provide a new modern, efficient and reliable transit control center including but not limited to a new interior design, new electrical system, and new communications and mechanical equipment.

Lehman Center Yard Rehabilitation & Expansion Phase 1 Project

The Design/Build Contractor for the Lehman Center Yard Rehabilitation & Expansion Phase 1 Project will design, permit, furnish, construct, test and place into operation five (5) new Storage Tracks with electrified third rail and two (2) Maintenance Of Way tracks. The work includes implementation of a train control system and connection of traction power for the Storage Tracks along with the addition of track switches remotely controlled by the existing control panel in the Yard Tower.

Lehman Center Test Track Project

The Design/Build Contractor for the Lehman Center Yard Test Track Project will design, permit, furnish, construct, test and place into operation a rail vehicle Test Track, a siding track with a Service and Inspection (S&I) Building and a Train Control and Communications House to be located at the existing Lehman Center (Palmetto) Yard. The work includes implementation of a train control system, CCTV and telephone systems, as well as connection of traction power for the Test Track.

**PROJECT LOCATION:**

Palmetto Traction Power Sub- Station: Palmetto Metrorail Station - 7701 N.W. 79 Avenue, Miami, Florida 33166  
Metrorail Central Control Upgrade: SPCC (3rd, 4th and 5th floors) - 111 N.W. 1st Street, Miami, Florida 33128  
Lehman Yard Rehabilitation & Expansion Phase 1: Lehman Center - 6601 NW 72 Avenue, Miami, Florida 33166  
Lehman Center Test Track: Lehman Center Facility - 6601 NW 72 Avenue,

Miami, Florida 33166



**PRIMARY COMMISSION DISTRICT:**

Various Districts

**APPROVAL PATH:**

Mayor's Authority

The project is funded through the American Reinvestment & Recovery Act of 2009 (ARRA) through FTA Section 5307/5390 Formula Grant and the Peoples Transportation Plan (PTP) funds. The Board of County Commissioners (BCC) and the Citizens Independent Transportation Trust (CITT) will ratify the item since PTP funds are also allocated for this Project.

**OCI A&E PROJECT NUMBER:**

E09-MDT-01 ARRA PTP

**USING DEPARTMENT:**

Miami-Dade Transit

**MANAGING DEPARTMENT:**

Miami-Dade Transit

**Fiscal Impact / Funding Source**

**FUNDING SOURCES:**

SOURCE

PROJECT  
NUM

SITE #

AMOUNT

FTA Section 5307/5390 Formula Grant  
People's Transportation Plan Bond  
Program

N/A

N/A

\$1,087,000.00

N/A

N/A

\$3,704,000.00

Total Funding: \$4,791,000.00

**OPERATIONS COST  
IMPACT / FUNDING:**

This type of service does not impact the operating or maintenance costs upon completion of the capital project.

**MAINTENANCE COST  
IMPACT / FUNDING:**

This type of service does not impact the operating or maintenance costs upon completion of the capital project.

**LIFE EXPECTANCY OF  
ASSET:**

The Project, when completed, will have a life expectancy of 50 years for the station and 100 years for the guideway.

**PTP FUNDING:**

Yes

**GOB FUNDING:**

No

**ARRA FUNDING:**

Yes

**CAPITAL BUDGET  
PROJECTS:**

**CAPITAL BUDGET PROJECT # - DESCRIPTION**

678280- PALMETTO STATION TRACTION POWER  
SUBSTATION

**AWARD  
ESTIMATE**

\$1,087,000.00

Funding Year: Proposed Capital Budget Book for FY 2011-12 as adopted, Page 100, Prior Years' Funds through FY 2012-13

6733181- CENTRAL CONTROL OVERHAUL \$2,892,000.00

Funding Year: Proposed Capital Budget Book for FY 2011-12 as adopted, Page 99, Prior Years' Funds through FY 2012-13

674560- LEHMAN YARD REHABILITATION AND EXPANSION PHASE 1 \$290,000.00

Funding Year: Proposed Capital Budget Book for FY 2011-12 as adopted, Page 88, Prior Years' Funds through FY 2012-13

678220- TEST TRACK FOR METRORAIL \$522,000.00

Funding Year: Proposed Capital Budget Book for FY 2011-12 as adopted, Page 101, Prior Years' Funds through FY 2012-13

CAPITAL BUDGET PROJECTS TOTAL: \$4,791,000.00

**PROJECT TECHNICAL  
CERTIFICATION  
REQUIREMENTS:**

**TYPE CODE DESCRIPTION**

Prime 2.01 MASS TRANSIT SYSTEMS - MASS TRANSIT PROGRAM (SYSTEMS) MANAGEMENT

Prime 17.00 ENGINEERING CONSTRUCTION MANAGEMENT

Other 2.04 MASS TRANSIT SYSTEMS - MASS TRANSIT CONTROLS, COMMUNICATIONS & INFORMATION SYSTEMS

Other 2.05 MASS TRANSIT SYSTEMS - GENERAL QUALITY ENGINEERING

Other 2.06 MASS TRANSIT SYSTEMS - MASS TRANSIT SAFETY CERTIFICATION FOR SYSTEM ELEMENTS

Other 6.01 WATER AND SANITARY SEWER SYSTEMS - WATER DISTRIBUTION AND SANITARY SEWAGE COLLECTION AND TRANSMISSION SYSTEMS

Other 8.00 TELECOMMUNICATION SYSTEMS

Other 9.02 SOILS, FOUNDATIONS AND MATERIALS TESTING - GEOTECHNICAL AND MATERIALS ENGINEERING SERVICES

Other 9.06 SOILS, FOUNDATIONS AND MATERIALS TESTING - MATERIALS TESTING / CONSULTING / TRAINING

Other 10.05 ENVIRONMENTAL ENGINEERING - CONTAMINATION ASSESSMENT AND MONITORING

Other 11.00 GENERAL STRUCTURAL ENGINEERING

Other 12.00 GENERAL MECHANICAL ENGINEERING

Other 13.00 GENERAL ELECTRICAL ENGINEERING

Other 14.00 ARCHITECTURE

Other 15.01 SURVEYING AND MAPPING - LAND SURVEYING

Other 16.00 GENERAL CIVIL ENGINEERING

Other 18.00 ARCHITECTURAL CONSTRUCTION MANAGEMENT

Other 19.02 VALUE ANALYSIS AND LIFE-CYCLE COSTING - MASS  
TRANSIT SYSTEMS

Other 22.00 ADA TITLE II CONSULTANT

**SUSTAINABLE BUILDINGS  
ORDINANCE:**  
(I.O NO. 8-8)

Did the Notice to Professional Consultants contain Specific Language requiring  
compliance with the Sustainable Buildings Program?  
Not Applicable.

This project does not qualify for compliance with the Sustainable Buildings  
Ordinance.

**NTPC'S DOWNLOADED:** 169

**PROPOSALS RECEIVED:** 5

**ESTIMATED  
ORIGINAL CONTRACT  
PERIOD:**

**TOTAL CONTRACT  
PERIOD:** 900 Days: Excludes Warranty Administration Period

**CONTINGENCY PERIOD:** 90 Days.

**IG FEE INCLUDED IN BASE  
CONTRACT:** No.

**ART IN PUBLIC PLACES:** No

**BASE ESTIMATE:** \$4,357,273.00

**BASE CONTRACT  
AMOUNT:** \$4,311,900.00

CONTINGENCY ALLOWANCE (SECTION 2- 8.1 MIAMI DADE COUNTY CODE):	TYPE	PERCENT	AMOUNT	COMMENT
	PSA	10%	\$479,100.00	

**TOTAL DEDICATED  
ALLOWANCE:** \$0.00

**TOTAL AMOUNT:** \$4,791,000.00

## Track Record / Monitor

### **SBD HISTORY OF VIOLATIONS:**

None.

According to the Department of Small Business Development Violations Report as of 10/14/2011, there are no violations listed under Parsons Transportation Group, Inc.

### **EXPLANATION:**

A Request to Advertise (RTA) for this Project was approved by the County Manager's Office on February 16, 2010 and by the Clerk of the Board on April 2, 2010. A Revision to the original RTA, modifying the project's technical certifications in order to create more business opportunities and increase competition was filed with the Clerk on April 5, 2010. The Notice to Professional Consultants was issued on April 7, 2010.

The consultant selection criteria was based on the following qualifications: Qualifications of firms including the team members assigned to the project; experience in applying the American Rail Engineering & Maintenance Association (AREMA) standards and guidelines; Past performance of the firms; Amount of work awarded and paid by the County; Ability of team members to interface with the County and experienced team in the area of rail transit facilities, trackwork, systems design, and construction management.

At the First-Tier Meeting held on May 28, 2010, the Competitive Selection Committee (CSC) ranked the five proposals received. The Committee ranked Parsons Transportation Group, Inc. as the highest ranking firm. Based on the proposer's professional expertise, the CSC determined that the information provided was sufficient to determine the qualifications of the teams; therefore, the CSC decided to forego a Second-Tier proceeding.

Pursuant to Implementing Order 3-34, "For the selection committees procuring "Professional Services", as defined in Section 2-10.4 of the Code of Miami Dade County, the CSC's final ranking was as follows:

Parsons Transportation Group, Inc., 94; H. J. Ross Associates, Inc. 92; A&P Consulting Transportation Engineers 87; Bermello, Ajamil & Partners, Inc. 87; Pistorino & Alam Consulting Engineers, Inc. 81.

Based on the Office of Capital Improvements CIIS database, the County has completed two (2) evaluations for PTG with an overall performance rating of 3.6 points out of a possible 4.0.

### **SUBMITTAL DATE:**

5/7/2010

### **ESTIMATED NOTICE TO PROCEED:**

01/13/2012

### **PRIME CONSULTANT:**

Parsons Transportation Group, Inc.

### **COMPANY PRINCIPAL:**

Thomas Barron

### **COMPANY QUALIFIERS:**

Kevin Cornish

COMPANY EMAIL ADDRESS: david.leverenz@parsons.com

COMPANY STREET ADDRESS: 7600 Corporate Center Drive, Suite 104

COMPANY CITY-STATE-ZIP: Miami, FL 33126

YEARS IN BUSINESS: 65

PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS: According to the Firm History Report provided by the Department of Small Business Development, the consultant was awarded one (1) contract with the Public Works Department in the amount of \$150,000.00. Additionally, PTG was awarded one (1) contract with Miami-Dade Transit in the amount of \$12,900,929.53 and a change order valued at \$59,800,000.00 approved by the BCC.

SUBCONSULTANTS: MACTEC Engineering and Consulting, Inc.  
Bolton Perez & Associates  
NOVA Consulting, Inc.  
A.D.A. Engineering, Inc.  
Architects International, Inc.  
Paco Group  
Geosol, Inc.  
Manuel G. Vera and Associates

MINIMUM QUALIFICATIONS EXCEED LEGAL REQUIREMENTS: Yes In addition to the engineering/architectural licenses, the CE&I Consultant team must comply with all of the technical certifications listed in this memorandum and be able to demonstrate, through prior experience, the ability to manage complex transit rail construction projects similar to the four system projects listed in this memorandum. The CE&I Consultant Team must be experienced in applying the American Rail Engineering & Maintenance Association (AREMA) standards and guidelines. These requirements are necessary to ensure a well qualified and experienced team in the area of rail transit facilities, trackwork, systems design, and construction management.

APPLICABLE WAGES: (RESOLUTION No. R-54-10) N/A

REVIEW COMMITTEE ASSIGNED CONTRACT MEASURES:	TYPE	GOAL	ESTIMATED VALUE	COMMENT
	DBE	19.00%	\$910,290.00	
	CWP	0.00%	0	Not Applicable

MANDATORY CLEARING HOUSE: N/A

CONTRACT MANAGER NAME / PHONE / EMAIL: Jesus Valderrama (786) 469-5291 jvalder@miamidade.gov

PROJECT MANAGER NAME / PHONE / EMAIL: Daniel Mondesir 786-469-5267 MDS@miamidade.gov

## Background

### **BACKGROUND:**

The Construction, Engineering and Inspection (CE&I) Services is required during design and construction of the four systems projects. The CE&I Consultant shall only proceed with work for a specific project once the BCC has granted approval for that particular project and MDT has issued written approval to move into construction.

Professional and technical services will include engineering, inspection, managerial, administrative and other services required during the design and construction phases of the approved system projects.

Since this Project is partially funded with ARRA funds, the expedite approval path will be exercised. However, the Citizens' Independent Transportation Trust (CITT) will ratify the item since PTP funds are also allocated for this Project. The awarded amount of \$4,791,000.00 is funded as follows: FTA Section 5307/5309 Formula Grant \$1,087,000.00 People's Transportation Plan Bond Program \$3,704,000.00.

In accordance with MDT's Standards Operating Procedure, all applicable FTA requirements have been included and certified by MDT and the Internal Services Department for this solicitation. Attached is the Federal Requirements Review Form Certification.

BUDGET APPROVAL  
FUNDS AVAILABLE:

*[Signature]*  
OMB DIRECTOR

*1/9/12*  
DATE

APPROVED AS TO  
LEGAL SUFFICIENCY:

*[Signature]*  
COUNTY ATTORNEY

DATE

CAPITAL  
IMPROVEMENTS  
CONCURRENCE:

*[Signature]*  
INTERNAL SERVICES  
DIRECTOR

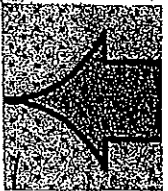
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DATE

*[Signature]*  
DEPUTY MAYOR

*1/26/12*  
DATE

CLERK DATE

DATE



# Memorandum



Date: MAY 05 2012

To: Edward Marquez  
Deputy Mayor

From: Ysela Llori  
MDT Director

Subject: Request for approval of the Second Amendment to the Florida Power & Light (FPL)-Metrorail Phase I Contribution Administration Agreement and Issuance of Work Order No. FPL-TPSS-PY-2 in an Amount Not to Exceed \$2,621,085 to Provide Dedicated Electrical Service Feeders to the Proposed Palmetto Station Traction Power Sub-Station Project

## Recommendation

The attached Amendment No. 2 to the Florida Power & Light - Metrorail Phase I Contribution Administration Agreement and Work Order No. FPL-TPSS-PY-2 has been prepared by Miami-Dade Transit (MDT) in accordance with the Phase I Contribution Administration Agreement and is recommended for approval.

## Scope

PROJECT NAME: Palmetto Station Traction Power Sub-Station

PROJECT NO.: CIP023-CT1-TR09-R2

PROJECT DESCRIPTION: Two dedicated 13.2 KV electrical service feeders are required from Florida Power and Light (FPL) to support the operation of the new Palmetto Station Traction Power Sub-Station (TPSS).

Currently, the Palmetto Metrorail Station electrical power needs are being supplied by the Okeechobee and Lehman Yard Traction Power Substations (TPSS). The design of the new substation will be the same as other existing traction power substations. Because of the anticipated higher minimum operating voltage required for the Metrorail replacement vehicles, this substation is required to be available and operable prior to the arrival of the new Metrorail vehicles.

The new TPSS will be located on a parcel of land owned by MDT, which is adjoining and directly south of the Palmetto Metrorail Station at the southeast corner of Folio #22-3010-008-0191 in the Town of Medley.

WORK ORDER DESCRIPTION: Engineering, design and construction of two new 13.2 KV dedicated feeders for the Traction Power Substation and equipment that is needed to provide electrical service feeders to the proposed traction power substation.



PRIMARY COMMISSION DISTRICT: Miami-Dade Commission District 12.

MANAGING AGENCY: Miami-Dade Transit (MDT)

Fiscal Impact / Funding Source

FUNDING SOURCE: The project will be funded 100% from the American Recovery and Reinvestment Act (ARRA) funds, FTA Section 5307/5309 Formula Grant.

BASE WORK ORDER AMOUNT: The Work Order amount is \$2,621,085

FISCAL IMPACT: The fiscal impact of this Work Order No. FPL-TPSS-PY-2 is \$2,621,085 and will be 100% funded from ARRA funds.

Track Record / Monitor

ORIGINAL AGREEMENT AMOUNT: The original agreement amount was \$1,500,000. This original Agreement, executed on May 7, 1980, specified the procedures under which Miami-Dade County (County) and FPL would follow in identifying, planning, designing and constructing new electrical services. Pursuant to the Phase I Contribution Administration Agreement, a Work Order is provided to FPL for each individual utility service project. The Board of County Commissioners (Board) authorizes FPL to perform work and invoice the County for reimbursable costs of FPL design and construction of two (2) new dedicated 13.2 KV electrical service feeder lines to the proposed Palmetto Station Traction Power Sub-Station Project.

PREVIOUS AGREEMENTS WITH COUNTY: FPL has multiple agreements with several County departments including MDT.

JUSTIFICATION: Two dedicated 13.2 KV electrical service feeders are required from Florida Power and Light (FPL) to support the operation of the proposed Palmetto Station Traction Power Sub-Station Project. Each TPSS provides the required power that feeds the third rail which, in turn, supplies the necessary power for the rail vehicles to operate.

This estimate was reviewed by MDT and the engineering consultant to ensure that the estimate reflects the work necessary to accomplish the design and construction of the FPL distribution electrical service feeder lines.

This binding cost estimate has been provided by FPL and is good for 180 days.

Page 3

FIRM:

Florida Power & Light Company

Note: The utility design may be performed by FPL or by their engineering consultant. The utility construction may be performed by either FPL or FPL contractors. Said contractors are under a contract award to the lowest qualified bidder who submitted a proposal in conformity with the requirements and specifications of the work. This is in accordance with Phase I Contribution Administration Agreement.

LOCATION OF FIRM:

Juno Beach, Florida

COMPANY PRINCIPALS:

Company's stockholders

HOW LONG IN BUSINESS:

85 Years

PROJECT MANAGER:

The person responsible for managing this work order is Frollan I. Baez, Acting Chief of the Right of Way, Utilities & Property Management Division.

Delegated Authority

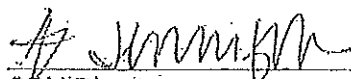
In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor, or Mayor's designee, to execute and terminate the agreement.

Background

Resolution R-1305-09, approved the first amendment to the Phase I Contribution Administration Agreement (the original Agreement executed on May 7, 1980 between the County and FPL) to change the formula for the Contribution In Aid of Construction (CIAC) as adopted by the Florida Administrative Code in April 2007. The CIAC is the formula by which the amount of this work order is arrived at and is a standard practice throughout the State of Florida. Changes to the MDT Design Criteria were also approved under the same resolution.

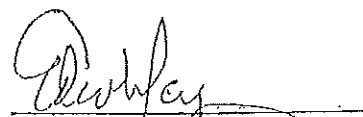
This second amendment adds the new service requirements for the Palmetto Station Traction Power Sub-Station Project.

This work order is necessary to provide the new two dedicated 13.2 KV electrical service feeder lines to the proposed Palmetto Station TPSS. Construction is scheduled to begin April 16, 2012.

  
OBM Director

Date

4/10/12

  
Edward Marquez  
Deputy Mayor

SECOND AMENDMENT  
TO  
PHASE I - CONTRIBUTION ADMINISTRATION AGREEMENT

This AMENDMENT NO. 2 TO PHASE I - CONTRIBUTION ADMINISTRATION AGREEMENT (the "*Amendment*"), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Florida Power & Light Company, a Florida corporation ("*Utility*"), and Miami-Dade County, a political subdivision of the State of Florida, ("*County*"), referenced jointly herein as the "*Parties*," or singularly as the "*Party*."

WITNESSETH:

WHEREAS, the Parties entered into that certain PHASE I- CONTRIBUTION ADMINISTRATION AGREEMENT dated as of May 7, 1980 (the "*Agreement*");

WHEREAS, the Parties entered into that certain Amendment No.1 to the Agreement dated November 17, 2009 to add the new service requirements;

WHEREAS, the County wishes to amend the Agreement by adding the new service requirements for the Palmetto Metrorail Station Traction Power Substation Project (the "*Project*");

WHEREAS, the County is receiving funds in the form of a grant from the U.S. Department of Transportation, Federal Transit Administration (the "*FTA*") for the Project; and

WHEREAS, the Parties have agreed to amend the Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. This Amendment is executed in connection with, and is deemed to be a part of, the Agreement. Upon the execution of this Amendment, this Amendment shall thereafter automatically become a part of the Agreement. Wherever the terms of this Amendment and the terms of the Agreement are in conflict, the terms of this Amendment shall govern and control. The initial capitalized terms used herein, unless otherwise defined in this Amendment, shall have the meanings ascribed to them in the Agreement.

2. Utility agrees provide the extension of service for the Project and shall exercise commercially reasonable efforts, to the extent consistent with Utility's applicable tariffs, to procure labor and equipment with respect to the Project in accordance with the provisions set forth on Exhibit A attached hereto (the "*FTA Contracting Provisions*"); provided, however, Utility shall be under no obligation to perform any activity or comply with any FTA Contracting Provision which would cause Utility to be in violation of any of Utility's applicable tariffs. Furthermore, in addition to County's reimbursement obligations pursuant to the Agreement or Utility's applicable tariffs, County agrees to reimburse Utility for any additional costs incurred

by Utility with respect to procuring labor and equipment in accordance with the FTA Contracting Provisions or any other provisions or obligations imposed upon Utility due to the funding of the Project by the FTA. Without limiting any other waivers or releases contained in the Agreement, County acknowledges and agrees that Utility shall have no obligation or liability to County arising out of the failure of Utility or any of its contractors or subcontractors to comply with the FTA Contracting Provisions or any other or any other provisions or obligations imposed upon Utility due to the funding of the Project by the FTA, unless such failure to comply is due to the gross negligence or willful misconduct of Utility. In no event shall Utility have any liability to County for the actual or alleged loss of funding as a result of Utility failure or inability to comply with the FTA Contracting Provisions or any other provisions or obligations related to the funding of the Project. County represents and warrants that Utility is not, nor shall Utility be deemed for any purposes, a recipient or subrecipient of the grant from the FTA with respect to the Project as a result of Utility's provision of service pursuant to the Agreement. County further advises and directs Utility that County has verified with the FTA that the requirements of 49 U.S.C. 53230 and 49 C.F.R. Part 661 also known as "Buy America" do not apply to Utility's actions at the Project.

3. The Parties hereby amend "Article IV – Installation by County" as follows: Paragraphs 1, 4, and 5 are deleted in their entirety, and replaced with "Not Applicable to the MIC-Barlington Heights Connector Project or the Palmetto Metrorail Station Traction Power Substation Project." For the avoidance of doubt, all other revisions to the Agreement pursuant to that certain Amendment No.1 to the Agreement dated November 17, 2009 shall apply to the work performed by Utility with respect to the Project.

4. County and Utility expressly recognize that neither this Amendment nor the Agreement, nor any activity performed under this Amendment or the Agreement shall convey any right of County to receive service other than in accordance with Utility's applicable tariffs. Nothing in this Agreement shall be deemed to supersede or contravene the Utility's tariffs and all of the applicable terms and provisions of the Utility's tariffs are hereby incorporated into this Agreement by reference.

4. The execution, delivery, and performance of this Amendment has been duly authorized by all requisite governmental action and this Amendment constitutes the legal, valid and binding obligation of County, enforceable against County in accordance with its terms.

5. The Parties acknowledge and agree that this Amendment may be executed in multiple counterparts, and transmitted via facsimile or otherwise, each such counterpart (whether transmitted via facsimile or otherwise), when executed, shall constitute an integral part of one and the same agreement between the Parties.

6. Except as expressly modified by this Amendment, all of the terms, conditions, covenants, agreements and understandings contained in the Supply Agreement shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date and year first above written.

Florida Power & Light Company

By *Keith Hardy*  
Name: G. Keith Hardy, Jr  
Title: Vice President, Distribution

Miami-Dade County, Florida

By *Edward Mayne*  
Name: Edward Mayne  
Title: Deputy Mayor

ATTEST:

*[Signature]*  
Sonja-Jane Fex-Rejo  
Executive Assistant

ATTEST:

\_\_\_\_\_

Approved by County Attorney as  
to form and legal sufficiency, *[Signature]*

EXHIBIT A  
AMENDMENT NO. 2 TO  
PHASE I - CONTRIBUTION ADMINISTRATION AGREEMENT

FTA CONTRACTING PROVISIONS

This Procurement is subject to a financial assistance contract between Miami-Dade County (MDC) and the U.S. Department of Transportation. The terms "Supplier" and "Contractor" are used interchangeably and shall refer to Utility; provided, however, nothing herein is intended nor shall it be deemed to make Utility a construction contractor to MDC or a recipient or sub-recipient of financial assistance from the U.S. Department of Transportation or any other Federal, State or local agency or governmental authority.

1. No Government Obligation to Third Parties

No Obligation by the Federal Government.

(1) The Purchaser Miami-Dade County (MDC) and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions

2. Program Fraud and False or Fraudulent Statements and Related Acts

31 U.S.C. 3801 et seq.  
49 CFR Part 3118 U.S.C. 1001  
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government

reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n) (1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### 3. Access to Records and Reports

49 U.S.C. 5325  
18 CFR 18.36 (i)  
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)(1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

#### Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>	None	Those imposed on state pass thru to Contractor	None	None	None	None
a. Contracts below SAT (\$100,000)	None unless non-competitive award		Yes, if non-competitive award or if funded thru 2 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
b. Contracts above \$100,000/Capital Projects						
<u>II Non State Grantees</u>	Yes <sup>3</sup>	Those imposed on non-state Grantee pass thru to Contractor	Yes	Yes	Yes	Yes
a. Contracts below SAT (100,000)	Yes <sup>3</sup>		Yes	Yes	Yes	Yes
b. Contracts > \$100,000/Capital Projects						

#### 4. Federal Changes

49 CFR Part 18



Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**6. Civil Rights Requirements (Title VI, EEO, ADA)**

29 U.S.C. § 623, 42 U.S.C. § 2000  
42 U.S.C. § 6102, 42 U.S.C. § 12112  
42 U.S.C. § 12132, 49 U.S.C. § 5332  
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### 7. Disadvantaged Business Enterprises (DBEs)

##### 49 CFR Part 26

#### Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as {insert agency name} deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. [intentionally omitted]

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the {insert agency name}. In addition, [the contractor may not hold retainage from its subcontractors.] [is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.] [is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Miami-Dade Transit and contractor's receipt of the partial retainage payment related to the subcontractor's work.]

e. The contractor must promptly notify Miami-Dade Transit, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of {insert agency name}.

## 9. Government-wide Debarment and Suspension (Nonprocurement) Privacy Act

### Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to {insert agency name}, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

to Contractor a

## 12. Lobbying

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-

Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### 13. Clean Air

42 U.S.C. 7401 et seq.  
40 CFR 15.61  
49 CFR Part 18

Clean Air - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### 14. Clean Water Requirements

33 U.S.C. 1251

Clean Water - (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### 15. Cargo Preference Requirements

46 U.S.C. 1241  
46 CFR Part 381

#### Applicability to Contracts

The Cargo Preference requirements apply to all-contracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial

vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### 16. Fly America Requirements

49 U.S.C. §40118  
41 CFR Part 301-10

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the Fly America Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

#### 18. Contract Work Hours and Safety Standards Act

(1) Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek

of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### 21. Energy Conservation Requirements

42 U.S.C. 6321 et seq.  
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### 22. Recycled Products

42 U.S.C. 6962  
40 CFR Part 247  
Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement.

#### 23. Americans with Disabilities Access

##### ADA ACCESS:

In accordance with section 102(a) as amended, FR 28 CFR Part 35 and 36, section 202, as amended, 29 U.S.C. 794d, and section 228(a)(1), FR 49 CFR, Parts 27, 37, and 38, the Contractor

agrees that it will comply with the requirements of the Americans with Disabilities Act Rules and Regulations prohibiting discrimination based on disability: "no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity." Also, the contractor agrees to comply with requirements pertaining to existing facilities used in the provision of designated public transportation services: "it shall be considered discrimination, for purposes of section 202 of this Act and section #504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), for a public entity to fail to operate a designated public transportation program or activity conducted in such facilities so that, when viewed in the entirety, the program or activity is readily accessible to and usable by individuals with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Miami-Dade Transit and/or FTA may issue.





Certification Regarding Debarment, Suspension and Other Responsibility Matters

Lower Tier Covered Transactions  
(Third Party Contracts equal to or over \$25,000)

Instructions for Certification

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out in "Certification Regarding Debarment, and Suspension.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MDC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MDC if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections or rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MDC for assistance in obtaining a copy of these regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MDC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U. S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MDC may pursue available remedies including suspension and/or debarment.

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction"

- (1) The prospective Lower Tier Participant certifies, by submission of this bid or proposal, that neither it nor its "principals" as defined at 49 C. F. R. 29.105(p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) If the prospective Lower Tier Participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The prospective contractor certifies, by submission of this bid, that neither it nor its principals, as defined at 49 CPR 29.995, or affiliates, as defined at 49 CPR 29.905, are excluded or disqualified as defined at 49 CPR 29.940 and 29.945.

The contractor is required to comply with 49 CPR 29, Subpart C and must include the requirement to comply with 49 CPR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by {insert agency name}. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Miami-Dade Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CPR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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Signature of Contractor's Authorized Official

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Name and title of Contractor's Authorized Official

---

Date

**LOBBYING CERTIFICATION**  
Certification for Contracts, Grants, Loans and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The Contractor certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Federal department or agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed Reg 1413 (1/19/96), Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P. L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352, (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. 1352(C)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official: \_\_\_\_\_

Name and Title of Contractor's Authorized Official: \_\_\_\_\_

Date: \_\_\_\_\_

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial filing <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> Year _____ quarter _____ date of last report _____ <input type="checkbox"/>
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>	
<b>11: Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which refinancing was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____	



# WORK ORDER for UTILITY NEW SERVICES

WORK ORDER No.: FPL-TPSS-PY-2 Rev       

TO: Florida Power & Light Company

DATE: March 12, 2012

PROJECT NAME: Palmetto TPSS

FCSC: 49.01

FOR: Installation of two dedicated 13.2 KV feeders for Palmetto Metrorail  
Traction Power Substation

DESCRIPTION: Work Order

CONTRACT No. CIP023-CTI-TR09-R2

## SCOPE OF WORK: (USE ADDITIONAL SHEETS AS REQUIRED)

Installation of two dedicated 13.2 KV feeders for Palmetto Metrorail Station New Traction Power Substation (TPSS). (see attached Work Order Request No. FPL-TPSS-PY-2 from FPL )

## Method of Payment:

## COMPLETION SCHEDULE:

Start Date: 4/16/2012  
Completion Date: 12/31/2012

	YES	NO
ARE PTP FUNDS INCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ARE STATE FUNDS INCLUDED?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ARE FEDERAL FUNDS INCLUDED?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FM No.		JPA No.

MAX. COMPENSATION: \$2,621,085

Francis Bag 3-21-12  
Project Manager DATE

FUNDS AVAILABLE: Yes

Robert Villar 4/12/12  
MDT Budget, Robert Villar DATE

INDEX CODE: MTAR96125403

for Isidro Bedron 4/12/12  
Assistant Director, Albert A. Hernandez, P.E. DATE

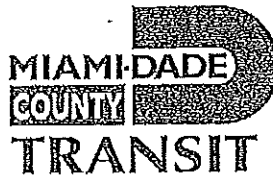
SUB-OBJECT: 94212

GRANT: MTAR96

Ysela Llort 4-19-12  
Director, Ysela Llort DATE

PROJECT: DB09-MDT-01ARRA, R2

Deputy Mayor 4/5/12  
Deputy Mayor DATE



Right of Way And Utilities Division

## WORK ORDER REQUEST for NEW SERVICE FEEDERS INSTALLATION

REQUEST No.: FPL-TPSS-PY-2 Rev \_\_\_\_\_

1. Name of Firm: Florida Power & Light Company DATE: 3/9/2012
2. Project: METRORAIL PALMETTO STATION TPSS
3. Request For: ☒ New Work Order  
☐ Revision No. \_\_\_\_\_ to Work Order No. \_\_\_\_\_
4. Category of Work: Installation of electrical feeders
5. Authorization: Second Amendment to Phase I Contribution Administration Agreement (1980)
6. Specific Justification:  
  
Installation of two dedicated 13.2 KV feeders for Palmetto Metrorail Station  
New Traction Power Substation

7. Scope of Work or Services to be Performed:

(SEE ATTACHMENT)

8. COMPLETION SCHEDULE:

Estimated Start Date: April 16, 2012  
Estimated Completion Date: TBD

9. Estimated Cost: \$2,621,085.00

1. Signature: B. A. Sample

NAME:

BYRON A. SAMPLE

TITLE:

SR. ENGR/DSEN FPL DATE 3-9-12



miamidade.gov

Transit  
701 NW 1st Court • 1700  
Miami, Florida 33136  
T 786-469-5431 F 786-469-5580

May 07, 2012

Mr. Byron Sample  
Senior Engineer  
Florida Power & Light Company  
7200 NW 4<sup>th</sup> Street  
Plantation, FL 33317

Project No.: CIP030  
Project Name: Palmetto Traction Power Sub-Station  
FCSC: 8.35  
Description: Notice to Proceed  
Contract No: CIP023-CT1-TR09-R2  
Work Order No: FPL-TPSS-PY-2

Dear Mr. Sample,

This letter shall serve as notification that Florida Power & Light Company (FPL) is to proceed with the work associated with the referenced Work Order starting on May 07, 2012 and that all work must be completed on schedule and in strict accordance with said document. The time (days) allotted in the work order for the actual construction is 171 calendar days which results in a scheduled completion date of December 31, 2012 for the first and second feeder.

This letter also serves as a reminder that all work must be performed in full and strict accordance with the Metrorail Contribution Administration Agreement and Work Order FPL-TPSS-PY-2 as approved by the Deputy Mayor, and all applicable Federal, State and Local laws, codes and regulations.

Please acknowledge receipt of this Notice-to-Proceed by signing and returning this letter.

Sincerely,

Froilan I. Baez

Acting Chief

Right of Way, Utilities and Property Management Division

Receipt acknowledged on this 8<sup>th</sup> day of MAY, 2012.

By: B. A. Sample  
Signature

BYRON A SAMPLE, SR ENGR  
Print Name & Title

C: EDMS





**FPL.**

Florida Power & Light Company, P.O. Box 8248, Fort Lauderdale, FL 33310-8248  
Attn: SE/AOB

March 8, 2012

Froilan Baez, Utility Manager  
Miami Dade Transit  
701 NW 1<sup>st</sup> Court, 15<sup>th</sup> Floor  
Miami, FL 33136

Re: Contribution-In-Aid-of-Construction (CIAC) for Installation of FPL Facilities to Serve Metrorail –  
Palmetto West Traction Station, located in Medley, FL

Dear Mr. Baez:

We at FPL appreciate the opportunity to work with you on the aforementioned construction project. The cost estimates for the electric service you have requested have been completed and the total CIAC amount determined to be \$2,621,085. Please see attached supporting documentation. This estimate is being provided in accordance with Florida Administrative Code (F.A.C.) rule 25-6.064 which governs the calculation of this type of CIAC to be charged by all investor owned electric utilities in the State of Florida.

F.A.C. rule 25-6.064 also provides that you may request FPL to review the CIAC amount within 12 months of the in-service date of the new FPL facilities. The in-service date is when the facilities have been installed and service is available to you. Should you request such a review in writing, FPL will recalculate the CIAC amount using the actual job costs and the actual incremental revenues that have been generated. If any difference is found between the recalculated CIAC and the amount that you originally paid, FPL will provide you with either a refund or an invoice for the additional amount. Please be mindful that the base revenue used in the CIAC calculation does not correspond to the total electric bill amount. Only the non-fuel energy and demand charge (if applicable) portions of the electric bill are base revenues, and these amounts will vary depending on consumption throughout the year.

A copy of the Florida Administrative Code rule is available upon request, or can be found at the following internet address: <http://fac.dos.state.fl.us/faconline/chapter25.pdf>.

The CIAC amount quoted above is valid for a period of 6 months from the date of this letter. Should you wish to proceed, please advise me of your intentions as soon as possible. Upon approval and acceptance of the total contribution amount along with the applicable and executed amendments to the previous Master Agreement (dated May 7<sup>th</sup>, 1980), the corresponding work orders will be released to construction with future billings to Miami Dade Transit up to amount quoted above.

Please contact me at (954) 321-2056 should you have any questions or concerns.

Sincerely,

Byron A Sample  
Sr Engineer

MDT Work Orders for PALMETTO METRORAIL NEW SERVICE, 79F WR's

Description: Palmetto Traction Power Station new service

Area	Proj Cde	Work Req	Type	Work Request Desc	Desgnt	Data
WD	81037	3731437	Duct	MDT - DB #1 on NW 74 ST fm 72 Ave to 79 PL	JAG0EFD	\$1,897,213
WD	81037	3731445	Cable	MDT - CBL #1 on NW 74 ST fm 72 Ave to 79 PL	JAG0EFD	\$287,004
WD	81037	3731443	Duct	MDT - DB #2 fm NW 79 PL to MDT vault	JAG0EFD	\$295,318
WD	81037	3731447	Cable	MDT - CBL #2 fm NW 79 PL to MDT vault	JAG0EFD	\$66,899
WD	81037	3731448	Vault	MDT - Install new vault 7550 nw 76 st (8VH08304)	JAG0EFD	\$92,448
WD	81037	3839226	Vault	MDT - Remove existing vault 7820 NW 77 ST (8VH08303)	JAG0EFD	\$12,591
Grand Total						\$2,651,471

Normal Cost:		- \$71,062
New Service / Overhead cost for normal Service credit per FL Admin Code 25-6.064		
Credit subtotal		- \$71,062
Additional Cost		
Dewatering Permit (See documentation provided by Bureau Veritas- Sampling & Permit fee)		\$20,000
Legal Fee per Charlie Lande (FPL St Atty) for prior assistance with outside Legal counsel		\$3,676
Increase for concrete & flow fill for duct bank (Daniella quote 2/13/12)		\$17,000
Estimated Additional Cost		\$40,676
*NOTE: Actual Cable Terminations (Elbows) to be paid by MDT directly with MFG Co.		
CIAC Total		\$2,621,085

66

Estimate Valid Through: Aug 28, 2012

Florida Power &amp; Light Company

Estimate Printed On: Feb 28, 2012 17:16:06

## Project Description

Palmetto New Service to Traction Power Station  
for Metrorail

## Summary Estimate of Cost

Project Level

Project Name: MET Palmetto 79F

Work Order D00003731437  
List (max 6)

D00003731443 D00003731445

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$647,986.30	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	\$647,986.30	\$647,986.30
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25		\$7,327.89	Labor	\$1,506,568.47	
26			* Additives of Labor		
27			Transportation Expenses		
28			Material	\$478,278.42	
29			* Stores Loading		
30			Contractor & Misc. Expenses		
31			* Additives of Contractor & Misc. Expenses		
32		\$7,327.89	Sub-total	\$1,984,846.89	\$1,992,174.78
33					
34			(D) OTHER - MAINTENANCE		
35			Labor	\$8,527.93	
36			* Additives of Labor		
37			Transportation Expenses		
38			Material	\$2,781.54	
39			* Stores Handling		
40			Contractor & Misc. Expenses		
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total	\$11,309.47	\$11,309.47
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Administrative & General Costs		
46			Sub-total		
47					
48	\$0.00	\$7,327.89	GRAND TOTAL	\$2,644,142.66	\$2,651,470.55
49	TOTAL INSTALLATION AND MAINTENANCE COST				\$2,644,142.66
50	TOTAL REMOVAL COST				\$7,327.89
51	SALVAGE ( ) LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)				\$0.00
52	SUB-TOTAL				\$2,651,470.55
53	CREDIT ###.###% (FROM AGREEMENT)				\$0.00
54	NET REPLACEMENT COST (Sum lines 52 and 53)				\$2,651,470.55

\* Handling, Tax &amp; Insurance and Pension &amp; Welfare at Approved Rates

Engineer:

B.A. Sample  
Byron Sample

Submitted By:

B.A. Sample  
Byron Sample

## Work Order Description

## Summary Estimate of Cost

This WR is to build a duct bank (4-6" conc. enc.) from NW 72 Ave/74 St to NW 79 Pl/76 St. This will be serving existing Metro Rail

## Work Order Level

Project Name MET Palmetto 79F

Work Order D00003731437

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$467,522.61	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	\$467,522.61	\$467,522.61
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	\$1,209,122.93	
26			* Additives of Labor		
27			Transportation Expenses		
28			Material	\$220,567.58	
29			* Stores Loading		
30			Contractor & Misc. Expenses		
31			* Additives of Contractor & Misc. Expenses		
32			Sub-total	\$1,429,690.51	\$1,429,690.51
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			* Additives of Labor		
37			Transportation Expenses		
38			Material		
39			* Stores Handling		
40			Contractor & Misc. Expenses		
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Administrative & General Costs		
46			Sub-total		
47					
48	\$0.00	\$0.00	GRAND TOTAL	\$1,897,213.12	\$1,897,213.12
49	TOTAL INSTALLATION AND MAINTENANCE COST				\$1,897,213.12
50	TOTAL REMOVAL COST				\$0.00
51	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)				\$0.00
52	SUB-TOTAL				\$1,897,213.12
53	CREDIT FROM AGREEMENT (0%)				\$0.00
54	NET REPLACEMENT COST (Sum lines 52 and 53)				\$1,897,213.12

\* Handling, Tax &amp; Insurance and Pension &amp; Welfare at Approved Rates

Engineer:

Byron Sample

Submitted By:

Byron Sample

Estimate Valid Through: Aug 28, 2012

Florida Power &amp; Light Company

Estimate Printed On: Feb 28, 2012 17:16:07

## Work Order Description

## Summary Estimate of Cost

This WR is to pull fdr cables from Seminola Fdr. 8535B and Dade Fdr. 6437A located at MH on NW 74 St & 72 Ave. This will be

Work Order Level

Project Name MET Palmetto 79F

Work Order D00003731445

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$69,079.52	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	\$69,079.52	\$69,079.52
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	\$71,636.04	
26			* Additives of Labor		
27			Transportation Expenses		
28			Material	\$146,288.34	
29			* Stores Loading		
30			Contractor & Misc. Expenses		
31			* Additives of Contractor & Misc. Expenses		
32			Sub-total	\$217,924.38	\$217,924.38
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			* Additives of Labor		
37			Transportation Expenses		
38			Material		
39			* Stores Handling		
40			Contractor & Misc. Expenses		
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Administrative & General Costs		
46			Sub-total		
47					
48	\$0.00	\$0.00	GRAND TOTAL	\$287,003.90	\$287,003.90
49	TOTAL INSTALLATION AND MAINTENANCE COST				\$287,003.90
50	TOTAL REMOVAL COST				\$0.00
51	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)				\$0.00
52	SUB-TOTAL				\$287,003.90
53	CREDIT FROM AGREEMENT (0%)				\$0.00
54	NET REPLACEMENT COST (Sum lines 52 and 53)				\$287,003.90

\* Handling, Tax &amp; Insurance and Pension &amp; Welfare at Approved Rates

Engineer:

Byron Sample

Submitted By:

Byron Sample

## Work Order Description

This job consists in installing a 4-6" pvc duct bank inside Metro Rail Property to serve new Vault, (WVR 3731448). The purpose of this

## Summary Estimate of Cost

## Work Order Level

Project Name MET Palmetto 79F

Work Order D00003731443

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$72,898.26	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	\$72,898.26	\$72,898.26
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	\$196,621.26	
26			* Additives of Labor		
27			Transportation Expenses		
28			Material	\$25,797.63	
29			* Stores Loading		
30			Contractor & Misc. Expenses		
31			* Additives of Contractor & Misc. Expenses		
32			Sub-total	\$222,418.89	\$222,418.89
33					
34			(D) OTHER - MAINTENANCE		
35			Labor		
36			* Additives of Labor		
37			Transportation Expenses		
38			Material		
39			* Stores Handling		
40			Contractor & Misc. Expenses		
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total		
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Administrative & General Costs		
46			Sub-total		
47					
48	\$0.00	\$0.00	GRAND TOTAL	\$295,317.15	\$295,317.15
49	TOTAL INSTALLATION AND MAINTENANCE COST				\$295,317.15
50	TOTAL REMOVAL COST				\$0.00
51	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)				\$0.00
52	SUB-TOTAL				\$295,317.15
53	CREDIT FROM AGREEMENT (0%)				\$0.00
54	NET REPLACEMENT COST (Sum lines 52 and 53)				\$295,317.15

\* Handling, Tax &amp; Insurance and Pension &amp; Welfare at Approved Rates

Engineer:

Byron Sample

Submitted By:

Byron Sample

Estimate Valid Through: Aug 28, 2012

Florida Power &amp; Light Company

Estimate Printed On: Feb 28, 2012 17:16:07

## Work Order Description

## Summary Estimate of Cost

This WR is the 2nd pull for cable job from  
Seminola Fdr. 8535B and Dade Fdr. 6437A  
located at MH on NW 74 St & 72 Ave. This

## Work Order Level

Project Name MET Palmetto 79F  
Work Order D00003731447

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$16,047.23	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	\$16,047.23	\$16,047.23
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	\$17,066.91	
26			* Additives of Labor		
27			Transportation Expenses		
28			Material	\$33,530.40	
29			* Stores Loading		
30			Contractor & Misc. Expenses		
31			* Additives of Contractor & Misc. Expenses		
32			Sub-total	\$50,597.31	\$50,597.31
33					
34			(D) OTHER - MAINTENANCE		
35			Labor	\$250.10	
36			* Additives of Labor		
37			Transportation Expenses		
38			Material	\$4.46	
39			* Stores Handling		
40			Contractor & Misc. Expenses		
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total	\$254.56	\$254.56
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Administrative & General Costs		
46			Sub-total		
47					
48	\$0.00	\$0.00	GRAND TOTAL	\$66,899.10	\$66,899.10
49	TOTAL INSTALLATION AND MAINTENANCE COST				\$66,899.10
50	TOTAL REMOVAL COST				\$0.00
51	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)				\$0.00
52	SUB-TOTAL				\$66,899.10
53	CREDIT FROM AGREEMENT (0%)				\$0.00
54	NET REPLACEMENT COST (Sum lines 52 and 53)				\$66,899.10

\* Handling, Tax &amp; Insurance and Pension &amp; Welfare at Approved Rates

Engineer:

Byron Sample

Submitted By:

Byron Sample

## Work Order Description

## Summary Estimate of Cost

The purpose of this wr is to build a new vault  
for the existing Palmetto Metro Extension.  
This will install two primary meters to connect

## Work Order Level

Project Name MET Palmetto 79F  
Work Order D00003731448

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$20,181.49	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	\$20,181.49	\$20,181.49
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25			Labor	\$12,121.33	
26			* Additives of Labor		
27			Transportation Expenses		
28			Material	\$52,094.47	
29			* Stores Loading		
30			Contractor & Misc. Expenses		
31			* Additives of Contractor & Misc. Expenses		
32			Sub-total	\$64,215.80	\$64,215.80
33					
34			(D) OTHER - MAINTENANCE		
35			Labor	\$5,271.69	
36			* Additives of Labor		
37			Transportation Expenses		
38			Material	\$2,777.08	
39			* Stores Handling		
40			Contractor & Misc. Expenses		
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total	\$8,048.77	\$8,048.77
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Administrative & General Costs		
46			Sub-total		
47					
48	\$0.00	\$0.00	GRAND TOTAL	\$92,446.06	\$92,446.06
49	TOTAL INSTALLATION AND MAINTENANCE COST				\$92,446.06
50	TOTAL REMOVAL COST				\$0.00
51	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)				\$0.00
52	SUB-TOTAL				\$92,446.06
53	CREDIT FROM AGREEMENT (0%)				\$0.00
54	NET REPLACEMENT COST (Sum lines 52 and 53)				\$92,446.06

\* Handling, Tax &amp; Insurance and Pension &amp; Welfare at Approved Rates

Engineer:

Byron Sample

Submitted By:

Byron Sample



## Work Order Description

The purpose of this job is to remove existing vault inside Palmetto Metro Rail Station. This is to be coordinated with WR 3731448 that

## Summary Estimate of Cost

Work Order Level

Project Name - MET Palmetto 79F

Work Order D00003839226

Line No	Salvage	Removal	Item	Item Cost	Total
6			(A) ENGINEERING		
7			Labor		
8			* Additives of Labor		
9			Transportation		
10			Applied Engineering	\$2,257.19	
11			Contractor & Misc. Expenses		
12			* Additives of Contractor/Misc. Expenses		
13			Sub-total	\$2,257.19	\$2,257.19
14					
15			(B) LAND & LAND RIGHTS (RIGHT OF WAY)		
16			Labor		
17			* Additives of Labor		
18			Transportation Expenses		
19			Purchase and/or Easements		
20			Contractor & Misc. Expenses		
21			* Additives of Contractor & Misc. Expenses		
22			Sub-total		
23					
24			(C) CONSTRUCTION		
25		\$7,327.89	Labor		
26			* Additives of Labor		
27			Transportation Expenses		
28			Material		
29			* Stores Loading		
30			Contractor & Misc. Expenses		
31			* Additives of Contractor & Misc. Expenses		
32		\$7,327.89	Sub-total		\$7,327.89
33					
34			(D) OTHER - MAINTENANCE		
35			Labor	\$3,006.14	
36			* Additives of Labor		
37			Transportation Expenses		
38			Material		
39			* Stores Handling		
40			Contractor & Misc. Expenses		
41			* Additives of Contractor & Misc. Expenses		
42			Sub-total	\$3,006.14	\$3,006.14
43					
44			(E) ADMINISTRATIVE & GENERAL COSTS		
45			Administrative & General Costs		
46			Sub-total		
47					
48	\$0.00	\$7,327.89	GRAND TOTAL	\$5,263.33	\$12,591.22
49	TOTAL INSTALLATION AND MAINTENANCE COST				\$5,263.33
50	TOTAL REMOVAL COST				\$7,327.89
51	SALVAGE () LESS SALVAGE ADJUSTMENT (FACILITIES NOT REPLACED)				\$0.00
52	SUB-TOTAL				\$12,591.22
53	CREDIT FROM AGREEMENT (0%)				\$0.00
54	NET REPLACEMENT COST (Sum lines 52 and 53)				\$12,591.22

\* Handling, Tax &amp; Insurance and Pension &amp; Welfare at Approved Rates

Engineer:

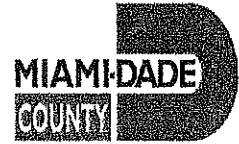
Byron Sample

Submitted By:

Byron Sample



## Memorandum



**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Charles Scurr, Executive Director

**Date:** March 20, 2013

**Re: CITT AGENDA ITEM 5E:**

RESOLUTION BY THE CITIZENS' INDEPENDENT TRANSPORTATION TRUST (CITT) RECOMMENDING THAT THE BOARD OF COUNTY COMMISSIONERS (BCC), RATIFY THE ACTIONS OF THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE AS AUTHORIZED BY SECTION 2-8.2.7 OF THE CODE OF MIAMI-DADE COUNTY ALSO KNOWN AS THE "ECONOMIC STIMULUS PLAN" (ESP) DURING THE PERIOD OF JANUARY 1, 2012 – DECEMBER 31, 2012 IN AUTHORIZING CAPITAL IMPROVEMENTS CONTRACTS AND AMERICAN RECOVERY AND REINVESTMENT ACT CONTRACT AWARDS; AND AUTHORIZING THE USE OF CHARTER COUNTY TRANSPORTATION SURTAX FUNDS IN THE AMOUNT OF \$3,704,000.00 (MDT/ISD – BCC Legislative File No. 130161)

On March 20, 2013, the CITT voted (10-0) to forward a favorable recommendation to the Board of County Commissioners (BCC) for the approval of the above referenced item, CITT Resolution No. 13-010. The vote was as follows:

Paul J. Schwiep, Esq., Chairperson – Aye  
Hon. Anna E. Ward, Ph.D., 1st Vice Chairperson – Aye  
Glenn J. Downing, CFP®, 2nd Vice Chairperson – Aye

Christopher Benjamin, Esq. – Absent  
Peter L. Forrest – Aye  
Prakash Kumar – Aye  
Hon. James A. Reeder – Aye  
Hon. Linda Zilber – Aye

Joseph Curbelo – Aye  
Alfred J. Holzman – Aye  
Miles E. Moss, P.E. – Aye  
Marilyn Smith – Absent

**cc:** Alina Hudak, Deputy Mayor/County Manager  
Bruce Libhaber, Assistant County Attorney  
Miguel Gonzalez, Assistant County Attorney

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